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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RAJITHA YAHAN KURUPPU, an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

MALIBU OIL, INC., a California corporation;
AGOURA OIL, INC., a California corporation;
BURBANK AIRPORT OIL
CORPORATION, a California corporation;
ENCINO OIL, LLC, a California limited
liability company; GLENDALE OIL, INC., a
California corporation; LOS ARBOLES OIL,
INC., a California corporation;
NORTHRIDGE OIL, INC.; a California
corporation; RANCHO OIL, INC., a
California corporation; MAGIC OIL, INC., a
California corporation; N. HOLLYWOOD
VINELAND OIL, INC., a California
corporation; MELROSE OIL, INC., a
California corporation; MOORCREST OIL,

CASE NO.: 24STCV06043

[Assigned for all purposes to the Hon.
Timothy Patrick Dillon in Dept. 15]

**CLASS AND PAGA SETTLEMENT
AGREEMENT**

Action Filed: March 11, 2024

Trial Date: None Set

1 INC., a California corporation; NEWHALL
2 OIL, INC., a California corporation; SUNSET
3 FAIRFAX OIL, INC., a California
4 corporation; WHITE OAK BURBANK OIL,
5 INC., a California corporation; OXNARD
6 OIL, INC., a California corporation; OAKS
7 CENTER OIL, INC., a California corporation;
8 THOUSAND OAKS OIL, INC., a California;
9 and DOES 1 through 100, inclusive,
10 corporation; PASADENA OIL, INC., a
11 California corporation; RED HAIR OIL, INC.,
12 a California corporation; BHNVN, INC., a
13 California corporation; PARVIZ NATANZI,
14 an individual; and DOES 1 through 100,
15 inclusive,

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Defendants.

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff Rajitha Yahan Kuruppu (“Plaintiff”) and defendants Malibu Oil, Inc.; Agoura
3 Oil, Inc.; Burbank Airport Oil Corporation; Encino Oil, LLC; Glendale Oil, Inc.; Los Arboles
4 Oil, Inc.; Northridge Oil, Inc.; Rancho Oil, Inc; Magic Oil, Inc.; N. Hollywood Vineland Oil,
5 Inc.; Melrose Oil, Inc.; Moorcrest Oil, Inc.; Newhall Oil, Inc.; Sunset Fairfax Oil, Inc.; White
6 Oak Burbank Oil, Inc.; Oxnard Oil, Inc.; Oaks Center Oil, Inc.; Thousand Oaks Oil, Inc.;
7 Pasadena Oil, Inc.; Red Hair Oil, Inc.; Bhnvn, Inc.; and Parviz Natanzi (collectively,
8 “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or
9 individually as “Party.”

10 **1. DEFINITIONS**

11 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
12 Defendants, captioned *Rajitha Yahan Kuruppu v. Malibu Oil, Inc., et al.*, Case No.
13 24STCV06043, initiated on March 11, 2024, and pending in Superior Court of the State of
14 California, County of Los Angeles.

15 1.2. “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), the
16 neutral entity the Parties have agreed to appoint to administer the Settlement.

17 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid
18 from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
19 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
20 Preliminary Approval of the Settlement.

21 1.4. “Aggrieved Employee” means all persons who are or previously were employed by
22 Defendants in California and classified as non-exempt at any time during the PAGA Period..

23 1.5. “Class” means all persons who are or previously were employed by Defendants in
24 California and classified as non-exempt employees at any time from Class Period.

25 1.6. “Class Counsel” means David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group,
26 P.C.

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1 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean
2 the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
3 expenses, respectively, incurred to prosecute the Action.

4 1.8. “Class Data” means Class Member identifying information in Defendants’ custody,
5 possession, or control, including the Class Member’s (1) name; (2) last known address(es); (3)
6 last known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
7 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

8 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either
9 a Participating Class Member or Non-Participating Class Member (including a Non- Participating
10 Class Member who qualifies as an Aggrieved Employee).

11 1.10. “Class Member Address Search” means the Administrator’s investigation and search for
12 current Class Member mailing addresses using all reasonably available sources, methods and
13 means including, but not limited to, the National Change of Address database, skip traces, and
14 direct contact by the Administrator with Class Members.

15 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION
16 SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to
17 Class Members in English and Spanish in the form, without material variation, attached as Exhibit
18 A and incorporated by reference into this Agreement.

19 1.12. “Class Period” means the period from March 11, 2020, through June 17, 2026.

20 1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action
21 seeking Court approval to serve as a Class Representative.

22 1.14. “Class Representative Service Payment” means the payment to the Class Representative
23 for initiating the Action and providing services in support of the Action.

24 1.15. “Court” means the Superior Court of California, County of Los Angeles.

25 1.16. “Defendants” means named defendants Malibu Oil, Inc.; Agoura Oil, Inc.; Burbank
26 Airport Oil Corporation; Encino Oil, LLC; Glendale Oil, Inc.; Los Arboles Oil, Inc.; Northridge
27 Oil, Inc.; Rancho Oil, Inc; Magic Oil, Inc.; N. Hollywood Vineland Oil, Inc.; Melrose Oil, Inc.;
28 Moorcrest Oil, Inc.; Newhall Oil, Inc.; Sunset Fairfax Oil, Inc.; White Oak Burbank Oil, Inc.;

Oxnard Oil, Inc.; Oaks Center Oil, Inc.; Thousand Oaks Oil, Inc.; Pasadena Oil, Inc.; Red Hair Oil, Inc.; Bhnvn, Inc.; and Parviz Natanzi.

1.17. “Defense Counsel” means Lonnie D. Giamela and Lirit A. King of Fisher & Phillips LLP.

1.18. “Effective Date” means the later of: (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 based upon the Final Approval.

1.22. “Gross Settlement Amount” means \$480,000.00 (Four Hundred Eighty Thousand Dollars and Zero Cents) which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and 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 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

2 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency

3 entitled, under Labor Code section 2699, subd. (i).

4 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA

5 under Labor Code section 2699, subd. (i).

6 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following

7 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA

8 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

9 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be

10 paid to Participating Class Members as Individual Class Payments.

11 1.29. “Non-Participating Class Member” means any Class Member who opts out of the

12 Settlement by sending the Administrator a valid and timely Request for Exclusion.

13 1.30. “Operative Complaint” means the First Amended Complaint to be filed in the Action.

14 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

15 1.32. “PAGA Notice” means Plaintiff’s May 20, 2026, letter to Defendants and the LWDA,

16 providing notice pursuant to Labor Code section 2699.3 subd. (a).

17 1.33. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked

18 for Defendant for at least one day during the PAGA Period, based on hire dates, re-hire dates (as

19 applicable), and termination dates (as applicable).

20 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the

21 Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to the LWDA

22 in settlement of PAGA claims.

23 1.35. “PAGA Period” means the period from March 11, 2023, through the end of the Class

24 Period.

25 1.36. “Participating Class Member” means a Class Member who does not submit a valid and

26 timely Request for Exclusion from the Settlement.

27 1.37. “Plaintiff” means Rajitha Yahan Kuruppu the named plaintiff in the Action.

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1 1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the
2 Settlement.

3 1.39. “Preliminary Approval Order” means the proposed Order granting Preliminary Approval
4 and Approval of PAGA Settlement.

5 1.40. “Released Class Claims” means all claims that were alleged, or reasonably could have
6 been alleged, based on the facts stated in the Operative Complaint which occurred during the
7 Class Period during employment in a non-exempt position in California as set forth in Paragraph
8 5.2 below.

9 1.41. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or
10 reasonably could have been alleged, based on the facts stated in the Operative Complaint and the
11 PAGA Notice, which occurred during the PAGA Period during employment in a nonexempt
12 position in California, set forth in Paragraph 5.4 below.

13 1.42. “Released Parties” means: Defendants and their current and former parents, predecessors
14 or successors, holding companies, affiliated companies, entities, owners, shareholders, members,
15 partners, officers, directors, managers, employees, insurers and agents.

16 1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be
17 excluded from the Class Settlement signed by the Class Member.

18 1.44. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to
19 Class Members and Aggrieved Employees, and shall be the last date on which Class Members
20 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
21 Settlement. Class Members to whom Notice Packets are resent after having been returned
22 undeliverable to the Administrator shall have an additional 15 days beyond the Response
23 Deadline has expired.

24 1.45. “Settlement” means the disposition of the Action effected by this Agreement and the
25 Judgment.

26 1.46. “Workweek” means any week during which a Class Member worked for Defendants, for
27 at least one day during the Class Period, based on hire dates, re-hire dates (as applicable), and
28 termination dates (as applicable).

1 **2. RECITALS**

2 2.1. On March 11, 2024, Plaintiff commenced this Action by filing a complaint against
3 Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure
4 to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or
5 compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure
6 to pay wages; and (8) unfair competition (“Operative Complaint”).

7 2.2. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

8 2.3. Prior to mediation Plaintiff obtained, through informal discovery: (a) sampling of time
9 and payroll records for putative class members; (b) policy documents; and (c) all documents
10 pertaining to Plaintiff available to Defendants.

11 2.4. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in
12 *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker*
13 *Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

14 2.5. On February 13, 2025, the Parties participated in an all-day mediation presided over by
15 Monique Ngo-Bonnici. The mediation was successful, and the Parties agreed to globally resolve
16 all class and PAGA claims in the Action.

17 2.6. As part of this Agreement, the Parties further agree that Plaintiff shall file a PAGA Notice
18 with the LWDA alleging the same violations alleged in the Action, and the Parties shall stipulate
19 to Plaintiff filing a First Amended Complaint in the Action adding a claim for civil penalties
20 under PAGA, based on the alleged violations of the Labor Code set forth in the PAGA Notice.
21 The First Amended Complaint in the Action shall be the operative complaint (“Operative
22 Complaint.”)

23 2.7. On May 20, 2026, Plaintiff filed the PAGA Notice, pursuant to under Labor Code section
24 2699.3, with the LWDA and noticed on all Defendants.

25 2.8. The Court has not thus granted class certification.

26 2.9. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
27 other pending matter or action asserting claims that will be extinguished or affected by the
28 Settlement.

1 **3. MONETARY TERMS**

2 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below, Malibu
3 Oil, Inc. shall pay \$480,000.00 as the Gross Settlement Amount, unless increased pursuant to
4 Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll taxes owed
5 on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay
6 the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3
7 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without
8 asking or requiring Participating Class Members or Aggrieved Employees to submit any claim
9 as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

10 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct
11 the following payments from the Gross Settlement Amount, in the amounts specified by the Court
12 in the Final Approval:

13 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not more than
14 \$20,000.00 in addition to any Individual Class Payment and any Individual PAGA
15 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendants
16 will not oppose Plaintiff's request for a Class Representative Service Payment that does
17 not exceed this amount. As part of the motion for Class Counsel Fees Payment and
18 Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
19 Representative Service Payments prior to the Final Approval Hearing. If the Court
20 approves a Class Representative Service Payment less than the amount requested, the
21 Administrator will retain the remainder in the Net Settlement Amount. The
22 Administrator will pay the Class Representative Service Payment using IRS Form 1099.
23 Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
24 Representative Service Payment.

25 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 35% of the
26 Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
27 Agreement, is currently estimated to be \$168,000.00 and a Class Counsel Litigation
28 Expenses Payment of not more than \$20,000.00. Defendants will not oppose requests

1 for these payments provided that do not exceed these amounts. Plaintiff and/or Class
2 Counsel will endeavor to file a motion for Class Counsel Fees Payment and Class
3 Litigation Expenses Payment prior to the Final Approval Hearing. If the Court approves
4 a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
5 than the amounts requested, the Administrator will allocate the remainder to the Net
6 Settlement Amount. Released Parties shall have no liability to Class Counsel or any
7 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee
8 Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
9 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one
10 or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes
11 owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
12 Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute
13 or controversy regarding any division or sharing of any of these Payments. There will
14 be no additional charge of any kind to either the Settlement Class Members or request
15 for additional consideration from Defendants for such work unless, Defendants
16 materially breach this Agreement, including any term regarding funding, and further
17 efforts are necessary from Class Counsel to remedy said breach, including, without
18 limitation, moving the Court to enforce the Agreement. Should the Court approve
19 attorneys' fees and/or litigation costs and expenses in amounts that are less than the
20 amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
21 Settlement Amount.

22 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
23 \$8,950.00 except for a showing of good cause and as approved by the Court. To the
24 extent the Administration Expenses are less or the Court approves payment less than
25 \$8,950.00, the Administrator will retain the remainder in the Net Settlement Amount.

26 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated
27 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
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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. 20% 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 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$48,000.00 to be paid from the Gross Settlement Amount, with 75% (\$36,000.00) allocated to the LWDA PAGA Payment and 25% (\$12,000.00) 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 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.

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

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 347 Class Members who collectively worked a total of 29,300 Workweeks, and 161 of Aggrieved Employees who worked a total of 5,000 PAGA Pay Periods.

4.2. Class Data. Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which 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. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay the corporate defendants' share of payroll taxes by transmitting the funds to the Administrator no later than twenty-one (21) days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration

1 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
2 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
3 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
4 Service Payment shall not precede disbursement of Individual Class Payments, and the Individual
5 PAGA Payments.

6 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
7 Individual PAGA Payments and send them to the Class Members via First Class U.S.
8 Mail, postage prepaid. The face of each check shall prominently state the date (not less
9 than 180 days after the date of mailing) when the check will be voided. The
10 Administrator will cancel all checks not cashed by the void date. The Administrator
11 will send checks for Individual Settlement Payments to all Participating Class Members
12 (including those for whom Class Notice was returned undelivered). The Administrator
13 will send checks for Individual PAGA Payments to all Aggrieved Employees including
14 Non-Participating Class Members who qualify as Aggrieved Employees (including
15 those for whom Class Notice was returned undelivered). The Administrator may send
16 Participating Class Members a single check combining the Individual Class Payment
17 and the Individual PAGA Payment. Before mailing any checks, the Settlement
18 Administrator must update the recipients' mailing addresses using the National Change
19 of Address Database.

20 4.4.2. The Administrator must conduct a Class Member Address Search for all other
21 Class Members whose checks are returned undelivered without USPS forwarding
22 address. Within 7 days of receiving a returned check the Administrator must re-mail
23 checks to the USPS forwarding address provided or to an address ascertained through
24 the Class Member Address Search. The Administrator need not take further steps to
25 deliver checks to Class Members whose re-mailed checks are returned as undelivered.
26 The Administrator shall promptly send a replacement check to any Class Member whose
27 original check was lost or misplaced, requested by the Class Member prior to the void
28 date.

1 4.4.3. For any Class Member whose Individual Class Payment check or Individual
2 PAGA Payment check is uncashed and cancelled after the void date, the Administrator
3 shall transmit the funds represented by such checks to the California State Controller's
4 Office, Unclaimed Property Fund.

5 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
6 not obligate Defendants to confer any additional benefits or make any additional
7 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
8 specified in this Agreement.

9 **5. RELEASE OF CLAIMS**

10 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
11 and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
12 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
13 Class Members, and Class Counsel will release claims against all Released Parties as follows:

14 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses,
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
16 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
17 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
18 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
19 have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA
20 Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to
21 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
22 benefits, social security benefits, workers' compensation benefits that arose at any time, or based
23 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts
24 or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to
25 be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
26 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

27 5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For
28 purposes of Plaintiff's Release only, Plaintiff expressly waives 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 of Class Claims: For the duration of the Class Period, 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 facts stated in the Operative Complaint including: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to pay wages; and (8) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint.

5.3. 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.

5.4. Release of PAGA Claims: For the duration of the PAGA Period, the State of California and the LWDA, by and through Plaintiff as an agent and proxy of the LWDA, and to the extent permitted by law, all Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

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1 **6. MOTION FOR PRELIMINARY APPROVAL**

2 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion
3 for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary
4 Approvals.

5 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all
6 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
7 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
8 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor
9 Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and
10 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
11 the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting
12 to its willingness to serve; competency; operative procedures for protecting the security of Class
13 Data; amounts of insurance coverage for any data breach, defalcation of funds or other
14 misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members;
15 and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense
16 Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve
17 and disclosing all facts relevant to any actual or potential conflicts of interest with Class
18 Members; (v) a signed declaration from each Class Counsel firm attesting to its competency to
19 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
20 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative
21 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699,
22 subd. (l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class
23 Members and the Administrator.

24 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible
25 for expeditiously finalizing and filing the Motion for Preliminary Approval after the full
26 execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary
27 Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary
28

1 Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the
2 Administrator.

3 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
4 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
5 Defense Counsel will expeditiously work together on behalf of the Parties by meeting and
6 conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
7 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
8 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by
9 meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the
10 Court's concerns.

11 7. SETTLEMENT ADMINISTRATION

12 7.1. Selection of Administrator. The Parties have jointly selected Phoenix to serve as the
13 Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by
14 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
15 for payment of Administration Expenses. The Parties and their Counsel represent that they have
16 no interest or relationship, financial or otherwise, with the Administrator other than a professional
17 relationship arising out of prior experiences administering settlements.

18 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
19 Identification Number for purposes of calculating payroll tax withholdings and providing reports
20 state and federal tax authorities.

21 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
22 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section
23 468B-1.

24 7.4. Notice to Class Members

25 7.4.1. No later than three (3) business days after receipt of the Class Data, the
26 Administrator shall notify Class Counsel that the list has been received and state the
27 number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the
28 Class Data.

1 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14
2 days after receiving the Class Data, the Administrator will send to all Class Members
3 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail,
4 the Class Notice with Spanish translation, substantially in the form attached to this
5 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the
6 dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable
7 to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
8 used to calculate these amounts. Before mailing Class Notices, the Administrator shall
9 update Class Member addresses using the National Change of Address database.

10 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice
11 returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice
12 using any forwarding address provided by the USPS. If the USPS does not provide a
13 forwarding address, the Administrator shall conduct a Class Member Address Search,
14 and re-mail the Class Notice to the most current address obtained. The Administrator
15 has no obligation to make further attempts to locate or send Class Notice to Class
16 Members whose Class Notice is returned by the USPS a second time.

17 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks
18 and/or Pay Periods, and Requests for Exclusion will be extended an additional 15 days
19 beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
20 notice is re-mailed. The Administrator will inform the Class Member of the extended
21 deadline with the re-mailed Class Notice.

22 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
23 discovers any persons who believe they should have been included in the Class Data
24 and should have received Class Notice, the Parties will expeditiously meet and confer,
25 and in good faith, in an effort to agree on whether to include them as Class Members.
26 If the Parties agree, such persons will be Class Members entitled to the same rights as
27 other Class Members, and the Administrator will send, via email or overnight delivery,
28 a Class Notice requiring them to exercise options under this Agreement not later than

1 15 days after receipt of Class Notice, or the deadline dates in the Class Notice, which
2 ever are later.

3 7.5. Requests for Exclusion (Opt-Outs).

4 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
5 must send the Administrator, by mail, a signed written Request for Exclusion not later
6 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days
7 for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter
8 from a Class Member or his/her representative that reasonably communicates the Class
9 Member's election to be excluded from the Settlement and includes the Class Member's
10 name, address and email address or telephone number. To be valid, a Request for
11 Exclusion must be timely postmarked by the Response Deadline.

12 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
13 fails to contain all the information specified in the Class Notice. The Administrator
14 shall accept any Request for Exclusion as valid if the Administrator can reasonably
15 ascertain the identity of the person as a Class Member and the Class Member's desire
16 to be excluded. The Administrator's determination shall be final and not appealable or
17 otherwise susceptible to challenge. If the Administrator has reason to question the
18 authenticity of a Request for Exclusion, the Administrator may demand additional proof
19 of the Class Member's identity. The Administrator's determination of authenticity shall
20 be final and not appealable or otherwise susceptible to challenge.

21 7.5.3. Every Class Member who does not submit a timely and valid Request for
22 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled
23 to all benefits and bound by all terms and conditions of the Settlement, including the
24 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
25 regardless whether the Participating Class Member actually receives the Class Notice
26 or objects to the Settlement.

27 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
28 Non-Participating Class Member and shall not receive an Individual Class Payment or

1 have the right to object to the class action components of the Settlement. Because future
2 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-
3 Participating Class Members who are Aggrieved Employees are deemed to release the
4 claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual
5 PAGA Payment.

6 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after
7 the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
8 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods
9 (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge
10 the allocation by communicating with the Administrator via mail. The Administrator must
11 encourage the challenging Class Member to submit supporting documentation. In the absence
12 of any contrary documentation, the Administrator is entitled to presume that the Workweeks
13 contained in the Class Notice are correct so long as they are consistent with the Class Data. The
14 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay
15 Periods shall be final and not appealable or otherwise susceptible to challenge. The
16 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
17 and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination
18 the challenges.

19 7.7. Objections to Settlement

20 7.7.1. Only Participating Class Members may object to the class action components of
21 the Settlement and/or this Agreement, including contesting the fairness of the
22 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
23 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

24 7.7.2. Participating Class Members may send written objections to the Administrator, by
25 mail. In the alternative, Participating Class Members may appear in Court (or hire an
26 attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
27 A Participating Class Member who elects to send a written objection to the
28 Administrator must do so not later than 45 days after the Administrator's mailing of the

1 Class Notice (plus an additional 15 days for Class Members whose Class Notice was re-
2 mailed).

3 7.7.3. Non-Participating Class Members have no right to object to any of the class action
4 components of the Settlement.

5 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
6 performed or observed by the Administrator contained in this Agreement or otherwise.

7 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will maintain
8 and use an internet website to post information of interest to Class Members including
9 the date, time and location for the Final Approval Hearing and copies of the Settlement
10 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class
11 Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment,
12 Class Counsel Litigation Expenses Payment and Class Representative Service Payment,
13 the Final Approval and the Judgment. The Administrator will also maintain and monitor
14 an email address and a toll-free telephone number to receive Class Member calls and
15 emails.

16 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
17 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
18 Not later than 5 days after the expiration of the deadline for submitting Requests for
19 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel
20 containing (a) the names and other identifying information of Class Members who have
21 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and
22 other identifying information of Class Members who have submitted invalid Requests
23 for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted
24 (whether valid or invalid).

25 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
26 reports to Class Counsel and Defense Counsel that, among other things, tally the number
27 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
28 Exclusion (whether valid or invalid) received, objections received, challenges to

1 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for
2 Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The
3 Weekly Reports must include provide the Administrator’s assessment of the validity of
4 Requests for Exclusion and attach copies of all Requests for Exclusion and objections
5 received.

6 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to
7 address and make final decisions consistent with the terms of this Agreement on all
8 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
9 Administrator’s decision shall be final and not appealable or otherwise susceptible to
10 challenge.

11 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required to file
12 the Motion for Final Approval of the Settlement, the Administrator will provide to Class
13 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its
14 due diligence and compliance with all of its obligations under this Agreement,
15 including, but not limited to, its mailing of Class Notice, the Class Notices returned as
16 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total
17 number of Requests for Exclusion from Settlement it received (both valid or invalid),
18 the number of written objections and attach the Exclusion List. The Administrator will
19 supplement its declaration as needed or requested by the Parties and/or the Court. Class
20 Counsel is responsible for filing the Administrator’s declaration(s) in Court.

21 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
22 disburses all funds in the Gross Settlement Amount, the Administrator will provide
23 Class Counsel and Defense Counsel with a final report detailing its disbursements by
24 employee identification number only of all payments made under this Agreement. At
25 least 7 days before any deadline set by the Court, the Administrator will prepare, and
26 submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in
27 Court attesting to its disbursement of all payments required under this Agreement. Class
28 Counsel is responsible for filing the Administrator's declaration in Court.

1 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

2 Based on its records, Defendant estimates that, as of the date of this Settlement
3 Agreement, (1) there are 347 Class Members and 29,300 Total Workweeks during the Class
4 Period and (2) there are 161 Aggrieved Employees who worked 5,000 Pay Periods during the
5 PAGA Period.

6 8.1. Increase in Workweeks. Defendants represent that there are 29,300 Workweeks worked
7 by its non-exempt employees in California from March 11, 2020, to June 17, 2026. Should the
8 actual number of active Workweeks worked by this group of people during the Class Period
9 increase beyond 10%, Defendants shall have the option of: (a) increasing the Gross Settlement
10 Amount by the percentage increase in the number of Workweeks worked by the Class Members
11 above 10% (e.g. if the number of Workweeks increases by 11%, the Gross Settlement Amount
12 will increase by 1%); or (b) rolling back the Class and PAGA Periods to the date in which 32,230
13 Workweeks is met. Defendants must exercise the option to modify the end date of the Class and
14 PAGA Periods at least 45 days before the first set hearing on Plaintiff's Motion for Preliminary
15 Approval.

16 **9. MOTION FOR FINAL APPROVAL**

17 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
18 final approval of the Settlement that includes a request for approval of the PAGA settlement
19 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
20 Judgment (collectively "Motion for Final Approval"). Plaintiff shall endeavor to provide drafts
21 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
22 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
23 any disagreements concerning the Motion for Final Approval.

24 9.1. Response to Objections. Each Party retains the right to respond to any objection raised
25 by a Participating Class Member, including the right to file responsive documents in Court no
26 later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted
27 by the Court.

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1 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
2 Approval on any material change to the Settlement (including, but not limited to, the scope of
3 release to be granted by Class Members), the Parties will expeditiously work together in good
4 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
5 Approval. The Court's decision to award less than the amounts requested for the Class
6 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
7 Expenses Payment, Administrator Expenses Payment and/or individual claims of plaintiff for
8 alleged wrongful termination, shall not constitute a material modification to the Agreement
9 within the meaning of this paragraph.

10 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
11 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
12 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
13 and (iii) addressing such post-Judgment matters as are permitted by law.

14 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
15 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
16 Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their
17 respective counsel, and all Participating Class Members who did not object to the Settlement as
18 provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to
19 post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
20 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
21 of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the
22 Parties' obligations to perform under this Agreement will be suspended until such time as the
23 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
24 the amount of the Net Settlement Amount.

25 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
26 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
27 modification of this Agreement (including, but not limited to, the scope of release to be granted
28 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.

10. 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.

11. ADDITIONAL PROVISIONS

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly

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

14 11.3. No Solicitation. The Parties separately agree that they and their respective counsel and
15 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
16 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's
17 ability to communicate with Class Members in accordance with Class Counsel's ethical
18 obligations owed to Class Members.

19 11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
20 together with its attached exhibits shall constitute the entire agreement between the Parties
21 relating to the Settlement, superseding any and all oral representations, warranties, covenants, or
22 inducements made to or by any Party.

23 11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
24 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
25 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate
26 its terms, and to execute any other documents reasonably required to effectuate the terms of this
27 Agreement including any amendments to this Agreement.

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1 11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
2 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
3 Settlement Agreement, submitting supplemental evidence and supplementing points and
4 authorities as requested by the Court. In the event the Parties are unable to agree upon the form
5 or content of any document necessary to implement the Settlement, or on any modification of the
6 Agreement that may become necessary to implement the Settlement, the Parties will seek the
7 assistance of a mediator and/or the Court for resolution.

8 11.7. No Prior Assignments. The Parties separately represent and warrant that they have not
9 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
10 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
11 action, or right released and discharged by the Party in this Settlement.

12 11.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
13 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
14 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR
15 Part 10, as amended) or otherwise.

16 11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
17 modified, changed, or waived only by an express written instrument signed or agreed to by all
18 Parties or their representatives, and approved by the Court. Plaintiff and Defendant expressly
19 agree that should the Parties agree to amend, modify, change, or waive this Agreement, or any
20 part of it, Class Counsel and Defense Counsel are authorized to submit to the Court any
21 amendments of this Agreement, amended Agreements, or amendments to the Agreement, on
22 behalf of the Parties once fully executed, which includes, but is not limited to, authorization of
23 the use of signatures previously provided by the Parties.

24 11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
25 the benefit of, the successors of each of the Parties.

26 11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
27 governed by and interpreted according to the internal laws of the state of California, without
28 regard to conflict of law principles.

1 11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of
2 this Agreement. This Agreement will not be construed against any Party on the basis that the
3 Party was the drafter or participated in the drafting.

4 11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
5 during Action and in this Agreement relating to the confidentiality of information shall survive
6 the execution of this Agreement.

7 11.14. Use of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code
8 §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants
9 in connection with the mediation, other settlement negotiations, or in connection with the
10 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not
11 be used in any way that violates any existing contractual agreement, statute, or rule of court.

12 11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is
13 inserted for convenience of reference only and does not constitute a part of this Agreement.

14 11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall
15 be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
16 weekend or federal legal holiday, such date or deadline shall be on the first business day
17 thereafter.

18 11.17. Execution in Counterparts. This Agreement may be executed in one or more counterparts
19 by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall
20 be accepted as an original. All executed counterparts and each of them will be deemed to be one
21 and the same instrument if counsel for the Parties will exchange between themselves signed
22 counterparts. Any executed counterpart will be admissible in evidence to prove the existence
23 and contents of this Agreement.

24 11.18. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
25 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
26 agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend
27 the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement
28 process.

11.19. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendants' Counsel and Class Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement

IT IS SO AGREED:

Rajitha Kuruppu

07/03/2026

Plaintiff, Rajitha Yahan Kuruppu

Raj Nataraj

For Defendant, Malibu Oil, Inc.

Raj Nataraj

For Defendant, Agoura Oil, Inc.

Raj Nataraj

For Defendant, Burbank Airport Oil Corporation

Raj Nataraj

For Defendant, Encinco Oil, LLC

Raj Nataraj

For Defendant, Glendale Oil, Inc.

Raj Nataraj

For Defendant, Los Arboles Oil, Inc.

Raj Nataraj

For Defendant, Northridge Oil, Inc.

Raj Nataraj

For Defendant, Rancho Oil, Inc

Raj Nataraj

For Defendant, Magic Oil, Inc.

Raj Nataraj

For Defendant, N. Hollywood Vineland Oil, Inc.

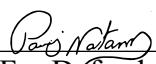
Raj Nataraj

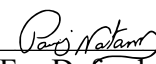
For Defendant, Melrose Oil, Inc.

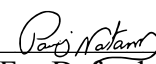
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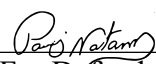

For Defendant, Moorcrest Oil, Inc.

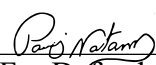

For Defendant, White Oak Burbank Oil, Inc.


For Defendant, Oxnard Oil, Inc.


For Defendant, Oaks Center Oil, Inc.


For Defendant, Thousand Oaks Oil, Inc.


For Defendant, Pasadena Oil, Inc.


For Defendant, Red Hair Oil, Inc.


For Defendant, Bhnvn, Inc.


Defendant, Parviz Natanzi

AGREED AS TO FORM ONLY:

David D. Bibiyan

07/02/2026

David D. Bibiyan
Vedang J. Patel
Counsel for Plaintiff

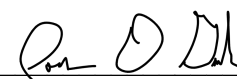

Lonnie D. Giamela
Lirit A. King
Counsel for Defendants

EXHIBIT A

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

Rajitha Yahan Kuruppu v. Malibu Oil, Inc., et al.

(County of Los Angeles, California Superior Court Case No. 24STCV06043)

As a current or former non-exempt, hourly-paid California employee of Malibu Oil, Inc. et al. you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Proposed Class Action Settlement and Hearing Date because the records of defendants Malibu Oil, Inc.; Agoura Oil, Inc.; Burbank Airport Oil Corporation; Encino Oil, LLC; Glendale Oil, Inc.; Los Arboles Oil, Inc.; Northridge Oil, Inc.; Rancho Oil, Inc.; Magic Oil, Inc.; N. Hollywood Vineland Oil, Inc.; Melrose Oil, Inc.; Moorcrest Oil, Inc.; Newhall Oil, Inc.; Sunset Fairfax Oil, Inc.; White Oak Burbank Oil, Inc.; Oxnard Oil, Inc.; Oaks Center Oil, Inc.; Thousand Oaks Oil, Inc.; Pasadena Oil, Inc.; Red Hair Oil, Inc.; Bhnvn, Inc.; and Parviz Natanzi (collectively, "Defendants"), show that you are a "Class Member" and, therefore, entitled to a payment from this class action settlement. Class Members are all persons who are or were employed by Defendants in California and classified as non-exempt employees during the period from March 11, 2020 through June 17, 2026 ("Class Period").

- The settlement is to resolve a class action lawsuit, *Rajitha Yahan Kuruppu v. Malibu Oil, Inc., et al.*, pending in the Superior Court of California for the County of Los Angeles, Case Number 24STCV06043 (the "Lawsuit"), alleging causes of action against Defendants for: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to pay wages; and (8) unfair competition. Plaintiff also seeks civil penalties under the California Labor Code Private Attorney's General Act of 2004 ("PAGA") for violations of Labor Code.
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit. Defendants vigorously deny the claims in the Lawsuit and contend that they fully complied with all applicable laws

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time during the period from March 11, 2023 through the end of the Class Period ("PAGA Period") as a non-exempt employee of Defendants in

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	California, then you will be deemed an "Aggrieved Employee" and you will still receive your share of the proceeds available from the settlement of the Released PAGA Claims, defined below, (your "Individual PAGA Payment") even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Phoenix Class Action Administration Solutions ("Phoenix"), about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED] in Department 15 of the Los Angeles County Superior Court Spring Street Courthouse, located at 312 N. Spring St., Los Angeles, CA 90012.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED], in Department 15 of the Los Angeles County Superior Court Spring Street Courthouse, located at 312 N Spring St., Los Angeles, CA 90012. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants' records show that you currently work, or previously worked, for Defendants, as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a "Settlement Administrator," Phoenix, appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Rajitha Yahan Kuruppu was a non-exempt employee of Defendants. He is the "Plaintiff" in this case and is suing on behalf of himself and Class Members for Defendants' alleged failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods or compensation in lieu thereof; failure to provide rest periods or compensation in lieu thereof; waiting time penalties; wage statement violations; failure to pay wages; and unfair competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seek penalties under California Labor Code Private Attorneys General Act ("PAGA").

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Defendants deny all the allegations made by Plaintiffs and deny that they violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Summary of the Settlement Terms

Plaintiff and Defendants have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$480,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes (1) Administration Costs up to \$8,950.00 (2) a service award to Plaintiff in the amount of \$20,000.00, for his time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounting to \$168,000.00; (4) up to \$20,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$48,000.00 of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA, or \$36,000.00, will be paid to the LWDA and twenty-five percent (25%), or \$12,000.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$ [REDACTED] will be available for distribution to Class Members ("Net Settlement Amount").

Distribution to Class Members

Class Members who do not opt out will receive a pro rata payment of the Net Settlement Amount based on the number of weeks worked by Participating Class Members in non-exempt positions for Defendants in California during the Class Period ("Workweeks"). Specifically, Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Workweeks attributed to the Class Member. Otherwise stated, the formula for a Class Member is: $(\text{Net Settlement Amount} \div \text{total Settlement Class Workweeks}) \times \text{Individual's Workweeks}$. In addition, Class Members who worked during the PAGA Period (i.e., Aggrieved Employees) will receive a pro rata share of the \$12,000.00 allocated to Aggrieved Employees as PAGA penalties, whether or not they opt out, based on the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period.

Defendants' records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Workweeks during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the California State Controller's Office, Unclaimed Property Fund.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendants to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

Release of Class Claims: For the duration of the Class Period, 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 facts stated in the Operative Complaint including: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) waiting time penalties; (6) wage statement violations; (7) failure to pay wages; and (8) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint (“Class Released Claims”). 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.

Release of PAGA Claims: For the duration of the PAGA Period, the State of California and the LWDA, by and through Plaintiff as an agent and proxy of the LWDA, and to the extent permitted by law, all Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice (“PAGA Released Claims”).

“Released Parties” means Defendants and their current and former parents, predecessors or successors, holding companies, affiliated companies, entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers and agents.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include

your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA, 92863

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than **[RESPONSE DEADLINE]**.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Class Released Claims.

Option 3 – Submit an Objection to the Settlement

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] a.m. in Department 15 of the Los Angeles County Superior Court Spring Street Courthouse, located at 312 N. Spring St., Los Angeles, CA 90012 and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://my.lacourt.org/laccwelcome>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at (800) 523-5773 or Class Counsel, whose information appears below:

BIBIYAN LAW GROUP, P.C.
Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Brandon M. Chang (SBN 316197)

Questions? Contact the Settlement Administrator toll free at (800) 523-5773

brandon@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

You may also visit the Settlement Administrator's website at <https://www.phoenixclassaction.com/contact-us/> to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at Department 15 of the Los Angeles County Superior Court Spring Street Courthouse, located at 312 N. Spring St., Los Angeles, CA 90012 during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access/>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

**PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE,
DEFENDANTS, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.**