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STIPULATION OF PAGA SETTLEMENT AND RELEASE

This Stipulation of PAGA Settlement and Release (hereinafter "Settlement Agreement") is made and entered into by and between Tashamia Barrow and Monae Uribe (collectively, "Plaintiffs" or "PAGA Representatives"), individually and on behalf of themselves, the State of California and all other allegedly similarly aggrieved employees ("PAGA Members"), on the one hand, and Engen Ventures, Inc. ("Defendant"), on the other (Plaintiffs and Defendant are collectively referred to herein as "the Parties").

This Settlement Agreement shall be binding on Plaintiffs, the State of California, and PAGA Members as provided herein, and on Defendant and its present and former parents, affiliated or related companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with Defendant, subject to the terms and conditions hereof and the Court's approval.

THE PARTIES STIPULATE AND AGREE as follows:

1. On November 2, 2023, Plaintiffs filed a PAGA Notice with the LWDA and served it on Defendant, alleging various violations of the Labor Code by Defendant, and on November 21, 2023, Plaintiffs filed a Supplemental Letter with the LWDA and served it on Defendant, alleging further violations of the Labor Code by Defendant. On January 29, 2024, Plaintiffs filed their Complaint in the Superior Court of California, Sacramento County, commencing the "Action" as referred to herein.

2. The Action seeks to recover PAGA civil penalties, interest including pre- and post-judgment, injunctive relief, and attorneys' fees and costs.

3. Defendant denies all material claims and allegations and asserts numerous affirmative defenses.

4. Through arms-length, serious negotiations and a mediation session held on January 29, 2025, with mediator Brandon McKelvey, Esquire and pursuant to the mediator's proposal, the Parties have reached a settlement of Plaintiffs' claims brought in the Action ("Settlement"), after the exchange of information to allow the Parties to evaluate the merits of Plaintiffs' claims and the merits of Defendant's defenses to those claims. The negotiation between the Parties was adversarial and

contentious, while remaining professional. These negotiations allowed the Parties to reach a resolution subject to approval by the Court. The Parties now enter into this detailed, formal Settlement Agreement with respect to the Plaintiffs' PAGA claims, subject to the Court's approval of the Settlement.

5. For purposes of this Settlement, the "PAGA Members" shall all consist of all hourly non-exempt employees employed by Defendant in California at any time between November 25, 2022, through April 2, 2025 ("PAGA Period"). Defendant has represented that there are approximately 27,002 pay periods during the PAGA Period.

6. Defendant specifically and generally denies any liability or wrongdoing of any kind whatsoever associated with the claims and allegations in the Action and LWDA Notice Letters. Defendant makes no concessions or admissions of liability of any sort, and contends that for any purpose other than settlement, the Action is not manageable or appropriate for representative treatment. Defendant asserts a number of defenses to the claims, and denies any wrongdoing or liability arising out of any of the alleged facts or conduct in the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, is or may be construed as, an admission, concession, or indication by or against Defendant or any of the Released Parties (defined below) of any fault, wrongdoing, or liability whatsoever. Nor should the Settlement Agreement be construed as an admission or determination by any court as to the merits of the claims asserted in the Action. Defendant recognizes that the defense of this litigation will be time-consuming and require a significant investment of resources. Defendant, therefore, has made a business decision to settle in the manner and upon the terms set forth in this Settlement Agreement to put to rest the Released Claims as defined herein.

7. It is the desire of the Parties to fully, finally and forever settle, compromise and discharge all disputes and claims for PAGA penalties that were alleged in the Action and LWDA Notice Letters or that could have been alleged based on the facts therein. To achieve a full and complete release, the Parties acknowledge that this Settlement Agreement is intended to include in its effect all PAGA penalties for claims alleged, or that could have been alleged based on the facts in the LWDA Notice Letters and the Action, as of the date of the Court's approval of this Settlement.

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8. This release includes Defendant and each of its former and present parents, subsidiaries, affiliates, successors, assigns, and insurers, and all of its current and former employees, officers, directors, owners, employees, partners, shareholders, agents, representatives and attorneys, and all persons acting by, through, under or in concert with any of them ("Released Parties"), from any and all PAGA penalties for any claims that were asserted or could have been asserted based on the facts alleged and/or asserted in Plaintiffs' LWDA Notice Letters and the Action during the PAGA Period.

9. "PAGA Counsel" means Gaines & Gaines, APLC and CounselOne, PC, the attorneys representing the Plaintiffs in the Action. PAGA Counsel have conducted a thorough investigation into the facts of this representative case, including an extensive review of relevant documents and data, and have diligently investigated Plaintiffs' and the PAGA Members' claims against Defendant. Based on their own independent investigation and evaluation, PAGA Counsel are of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable and adequate and is in the best interest of Plaintiffs and PAGA Members in light of all known facts and circumstances, including the risk of significant delay, the numerous defenses asserted by Defendant, and various potential appellate issues.

10. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this Settlement and to effectuate a judgment. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason apart from the Court's refusal to approve, then this Settlement Agreement – and any documents generated to bring it into effect – will be null and void, and the Parties will be returned to their respective positions.

TERMS OF SETTLEMENT

11. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

a. Any claims for penalties under the PAGA shall be settled and compromised as between the Plaintiffs, the PAGA Members (including Plaintiffs) and Defendant, subject to the terms and conditions set forth in this Settlement Agreement and approval by the Court.

b. Effective Date: The settlement embodied in this Settlement Agreement shall become effective when all of the following events have occurred: (i) this Settlement Agreement has been executed by all Parties and by counsel for the PAGA Members and Defendant; (ii) the Court has approved the settlement embodied in this Settlement Agreement; and (iii) the judgment entered in the Action based on final approval of the settlement embodied in this Settlement Agreement is final ("Judgment").

c. Gross Settlement Amount: Defendant agrees to pay a gross settlement amount of Six Hundred and Forty-Five Thousand Dollars and Zero Cents ($645,000.00) ("Gross Settlement Amount"). The Gross Settlement Amount will be used to pay all Settlement Awards for the PAGA Members, all attorneys' fees and costs of PAGA Counsel, all fees and expenses of the Settlement Administrator, the payment to the LWDA pursuant to the PAGA, the Enhancement Awards to the two named Plaintiffs, and any other payments provided by this Settlement.

d. Net Settlement Amount: The Net Settlement Amount shall be calculated by deducting all attorneys' fees and costs of PAGA Counsel, the actual fees and expenses of the Settlement Administrator from the Gross Settlement Amount, and the Enhancement Awards to the two named Plaintiffs ("Net Settlement Amount"). The Settlement Awards to PAGA Members will be calculated by the Settlement Administrator based on Defendant's records and paid out of the Net Settlement Amount as detailed in Paragraph 11(f) below. The Gross Settlement Amount shall be paid by Defendant to the Settlement Administrator within ten (10) business days of court approval of Settlement.

e. California Private Attorneys' General Act Allocation: Seventy-five percent (75%) of the Net Settlement Amount will be paid to the State of California's LWDA pursuant to the PAGA (the "LWDA PAGA Payment") and the remaining 25% will be paid as Settlement Awards to the PAGA Members (the "Employee PAGA Payment"). The Settlement Awards will be calculated by the Settlement Administrator based on Defendant's records and paid out of the Net Settlement Amount as detailed in

Paragraph 11(f) below. The Net Settlement Amount will be distributed as provided herein within ten (10) business days of Defendant funding of the Settlement.

f. Settlement Awards: The term "Settlement Awards" means the PAGA Members' pro rata shares of the Employee PAGA Payment calculated according to the number of pay periods each PAGA Member worked during the PAGA Period. The Settlement Administrator shall first determine for each PAGA Member the pay periods the PAGA Member was employed by Defendant during the PAGA Period. The Settlement Administrator shall divide the amount of the Employee PAGA Payment by the sum of all PAGA Members' pay periods to calculate an "Estimated Amount Per Pay Period." For each PAGA Member, the Settlement Administrator shall then multiply the Estimated Amount Per Pay Period by the PAGA Member's pay periods in the PAGA Period to determine each individual Settlement Award.

g. Enhancement Awards: Subject to Court approval, Plaintiff Barrow shall receive an Enhancement Award of up to Ten Thousand Dollars and Zero Cents ($10,000.00) and Plaintiff Uribe shall receive an Enhancement Award of up to Five Thousand Dollars and Zero Cents ($7,500.00), the request for which Defendant will not object to or oppose. The Enhancement Awards shall be paid out of the Gross Settlement Amount. To the extent that the Court approves an amount or amounts less than the amount of Enhancement Awards, the difference between the requested and awarded amounts will be reallocated to the Net Settlement Amount. Because it is the intent of the Parties that the Enhancement Awards represent payment to Plaintiffs for their service to the PAGA Members and the State of California, and not wages, the Settlement Administrator will not withhold any taxes from the Enhancement Awards. The Enhancement Awards will be reported on Forms 1099, which the Settlement Administrator will provide to Plaintiffs and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement Awards do not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Awards constitutes wages for income tax and withholding purposes. Plaintiffs agree to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, with respect to the Enhancement Awards paid under this Settlement. In addition, Plaintiffs shall hold Defendant, Released Parties and PAGA Counsel harmless and indemnify Defendant, Released Parties and PAGA Counsel for all taxes, interest, penalties, other payments and costs, incurred by Defendant by reason of any valid claims by taxing authorities relating to the non-withholding of taxes from the Enhancement Awards.

h. <u>Allocation and Taxability of Settlement Awards</u>: The individual Settlement Awards payable to PAGA Members shall be allocated entirely to alleged penalties and interest, for which IRS Forms 1099-MISC will issue to the PAGA Members. PAGA Members assume full responsibility and liability for any taxes owed or attributable to the Settlement Awards paid to the PAGA Members under this Settlement.

i. <u>Settlement Awards Do Not Trigger Additional Benefits</u>: All Settlement Awards to PAGA Members shall be deemed to be income to PAGA Members solely in the year in which such awards actually are received by the PAGA Members. It is expressly understood and agreed that the receipt of Settlement Awards will not entitle any PAGA Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any PAGA Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. No deductions or contributions for 401(k) shall be made from the Settlement Awards. It is the intent of this Settlement that the Settlement Awards provided for in this Settlement Agreement are the sole payments to be made by Defendant to PAGA Members in connection with this Settlement, and that the PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Awards (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

j. Attorneys' Fees and Costs: Subject to Court approval, attorneys' fees and costs shall be paid to PAGA Counsel from the Gross Settlement Amount, as set forth in Paragraph 13 below. The Court-approved attorneys' fees and costs will be paid out of the Gross Settlement Amount to PAGA Counsel within ten business (10) days after the Settlement is funded by Defendant.

k. Settlement Administrator: The Parties have selected CPT Group, Inc. to serve as the "Settlement Administrator" and verified that, as a condition of appointment, CPT Group, Inc. agrees to be bound by this Settlement Agreement and to perform, as a fiduciary, all duties specified in this Settlement Agreement in exchange for payment of actual expenses and fees incurred in the administration of this Settlement ("Administration Expenses"). The fees of the Settlement Administrator for work done shall be paid from the Gross Settlement Amount. CPT Group, Inc. has capped the Administration Expenses at Fifteen Thousand Dollars and Zero Cents ($15,000.00). The Court-approved Administration Fees will be paid out of the Gross Settlement Amount within ten (10) business days after the Settlement is funded by Defendant.

SETTLEMENT ADMINISTRATION

12. The Settlement Administrator will send an agreed upon explanatory notice of the Settlement ("Settlement Notice"), attached hereto as Exhibit A, along with the Settlement Award to all PAGA Members as discussed herein. The Settlement Administrator will calculate the Settlement Award amounts due to PAGA Members in accordance with this Settlement Agreement. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1. Upon receipt of funds from Defendant and as provided by the terms of the Settlement, the Settlement Administrator will issue and send out the Settlement Awards to PAGA Members using one or more IRS 1099-MISC Forms. Tax treatment of the Settlement Awards will be as set forth herein, and in accordance with state and federal tax laws. The Settlement Administrator shall report, in summary or narrative form, the tasks it

performed. All disputes relating to the Settlement Administrator's performance of duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement until all payments and obligations contemplated by this Settlement Agreement have been fully carried out.

ATTORNEYS' FEES AND COSTS

13. In consideration for settling this matter and in exchange for the release of claims by Plaintiffs and the PAGA Members, and subject to approval or modification by the Court, PAGA Counsel's attorneys' fees and costs shall be subtracted from the Gross Settlement Amount, as approved by the Court. Subject to Court approval, PAGA Counsel's attorney's fees shall be an amount not to exceed thirty five percent (35%) of the Gross Settlement Amount, which is Two Hundred and Twenty Five Thousand Seven Hundred Fifty Dollars and Zero Cents ($225,750.00). In addition, and also subject to Court approval, PAGA Counsel shall be reimbursed for their actual out-of-pocket expenses and legal costs (subject to proof) in an amount not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00). Subject to the maximum application amount of these above stated amounts, attorneys' fees and costs approved by the Court will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in connection with the approval by the Court of this Settlement Agreement, the administration of the Settlement, and obtaining the Judgment in this case. The attorneys' fees and costs approved by the Court shall be paid out of the Settlement Administrator's QSF to PAGA Counsel within ten (10) business days after the Settlement is funded by Defendant.

14. The Settlement Administrator will pay PAGA Counsel's attorneys' fees and costs using one or more IRS 1099-MISC Forms. PAGA Counsel assume full responsibility and liability for taxes owed on the attorneys' fees and costs and hold Defendant harmless from, and indemnify Defendant for, any dispute or controversy regarding any division or sharing of any of these payments for attorneys' fees and costs by Defendant pursuant to this Settlement.

SETTLEMENT AWARD ADMINISTRATION

15. Ten (10) business days after the Court has approved the settlement, Defendant shall provide to the Settlement Administrator a spreadsheet in Microsoft Excel format, which will list for

each PAGA Member the PAGA Member's name, last-known address, last-known telephone number, and the number of pay periods worked through the date of the report. This spreadsheet shall be based on Defendant's payroll and other business records. The Settlement Administrator will run a check of the PAGA Members' address against those on file with the U.S. Postal Service's National Change of Address Database. Within ten (10) business days after the Settlement is funded by Defendant, the Settlement Administrator will mail the Settlement Notice to all PAGA Members with the PAGA Members' individual Settlement Awards.

a. Prior to the mailing of the Settlement Notice and Settlement Awards, the Settlement Administrator will search for updated addresses through the U.S. Postal Service's National Address Database. Notices returned to the Settlement Administrator as non-delivered shall be re-mailed to the forwarding address, if any, on the returned envelope; any returned envelopes with forwarding addresses will be used by the Settlement Administrator to forward the Settlement Notice and Settlement Awards to the PAGA Members. If no forwarding address is provided, the Settlement Administrator will perform a computer search for a new address and an additional skip tracing pursuant to its usual and customary procedures.

b. All costs associated with the Settlement Notices are part of, and included within, the Gross Settlement Amount.

<u>SETTLEMENT AWARD PROCESS</u>

16. Within ten (10) business days after the Settlement is funded, the Settlement Awards will be mailed to the PAGA Members along with the Settlement Notice. The Settlement Award checks shall remain valid and negotiable for 180 calendar days from the date of issuance and will be canceled by the Settlement Administrator if not cashed within that time. The checks provided to the PAGA Members shall prominently state the checks will expire in 180 calendar days, or alternatively, such a statement may be made in the Settlement Notice accompanying the check. PAGA Members shall be bound by the Settlement whether or not they cash their Settlement Award check.

17. Any unclaimed funds in the Settlement Administrator's QSF as a result of a failure to timely cash a Settlement Award check within 180 calendar days shall be provided to the California

Unclaimed Property Fund, pursuant to California Civil Procedure Code § 384, subject to Court approval.

18. Pro Rata Increase: If the number of pay periods exceeds 27,002 by more than 10%, the Gross Settlement Amount will increase pro rata per additional PAGA Member or additional pay period, whichever is greater. In the alternative, the number of pay periods shall be capped, and the PAGA Period cut off, on the date such number is reached.

RELEASED CLAIMS

19. Release by PAGA Members: Upon approval by the Court of this Settlement Agreement, all PAGA Members, including Plaintiffs, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully release and discharge the Released Parties from any and all PAGA penalties for any claims that were asserted or could have been asserted based on the facts alleged and/or asserted in Plaintiffs' LWDA Notice Letters and the Action during the PAGA Period.

20. Plaintiffs' Release: In consideration for the Enhancement Awards referenced in Paragraph 11(g) of this Agreement, Plaintiffs' hereby irrevocably and unconditionally releases, acquits and forever discharges the Released Parties from any and all claims, demands, causes of action, obligations, charges, damages, liabilities, attorneys' fees, and costs of any nature whatsoever, contingent or non-contingent, matured or unmatured, liquidated or unliquidated, whether or not known, suspected or claimed, which Plaintiffs ever had, now has or may claim to have, as of the date the Parties execute this Agreement, against the Released Parties (whether directly or indirectly), or any of them, by reason of any act or omission whatsoever, concerning any matter, cause or things, including, without limiting the generality of the foregoing, any claims, demands, causes of actions, obligations, charges, damages, liabilities, attorneys' fees, and costs relating to or arising out of Plaintiffs' employment with Defendant; any alleged violation of any contracts, express or implied; any covenant of good faith and fair dealing, express or implied; any legal restrictions on Defendant's right to hire or terminate employees; all claims of harassment, discrimination, and/or retaliation in violation of State or Federal law; all claims for failure to prevent harassment and/or discrimination; all claims for failure to engage in the interactive process, failure to reasonably accommodate and/or

retaliation; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; all claims based on tort, including but not limited to intentional or negligent infliction of emotional distress, all breach of contract claims, whether written or oral, express or implied, and any covenant of good faith and fair dealing; all claims for unpaid wages, or other benefits, including minimum wage, overtime, double time, vacation, associated penalties and/or premiums, and expense reimbursement; any claim for sick pay or COVID-19 related benefits arising from any state or federal requirements; any claim for unlawful or unfair business practices; all claims for emotional distress; any and all claims which were or could have been asserted by Plaintiffs; and all claims generally relating to Plaintiffs' employment with Defendant and the cessation thereof, including any alleged violation of any federal, state or other governmental statute, regulation, ordinance, or executive order, including without limitation:

(a) The Civil Rights Acts of 1866, 1964, and 1991, as amended;

(b) 42 U.S.C. § 1981;

(c) The California Fair Employment and Housing Act;

(d) Section 503 of the Rehabilitation Act of 1973;

(e) The Fair Labor Standards Act (including the Equal Pay Act);

(f) The California and United States Constitutions;

(g) The California Labor Code specifically including, but not limited to the Private Attorney General Act pursuant to *Labor Code* § 2699, *et seq.*;

(h) The California Business and Professions Code;

(i) The Employee Retirement Income Security Act, as amended;

(j) The California Family Rights Act;

(k) The Americans with Disabilities Act;

(l) The Family Medical Leave Act;

(m) The California Wage Orders;

(n) The National Labor Relations Act;

(o) The Immigration Reform and Control Act;

(p) California Occupational Safety and Health Act, or the Federal equivalent; and

(q) The Families First Coronavirus Response Act, including any COVID-19 paid sick leave law or regulation of similar effect.

The scope of the foregoing releases by Plaintiffs includes, but is not limited to, a full general release of any and all claims or potential claims that Plaintiffs have or may have against the Released Parties. The releases set forth herein specifically exclude any pending Workers' Compensation claim filed by Plaintiffs, if any. Plaintiffs agree that they are unaware of any work-related injury as of the date of signing of this Agreement, and have no intention to bring a workers' compensation claim as of the date of signing of this Agreement.

21. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542: For purposes of Plaintiffs' Release and in consideration of Plaintiffs' receipt of their respective Enhancement Awards, 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.

22. Characterization of Plaintiff's Separation: As part of the negotiated resolution between the Parties, Defendant will characterize Plaintiff Tashamia Barrow's separation as a resignation.

PARTIES' DUTIES TO OBTAIN COURT APPROVAL OF THE PAGA SETTLEMENT

23. Plaintiffs shall submit this Settlement Agreement to the LWDA after all signatures are obtained from Plaintiffs and Defendant and their respective counsel, and shall apply to the Court for entry of an order approving the PAGA Settlement consistent with the terms provided herein.

PARTIES' AUTHORITY

24. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

25. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and taking such

other action as reasonably may be necessary to implement the terms of this Settlement Agreement. Once the Settlement is final and effective, the Parties agree to seek final dismissal of the Action with prejudice. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, PAGA Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's final approval of this Settlement Agreement.

NO PRIOR ASSIGNMENTS

26. The Parties and their counsel represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

NO ADMISSION

27. Nothing herein shall constitute any admission by Defendant of wrongdoing or liability, or of the truth of any factual allegations in the Lawsuit. Nothing herein shall constitute an admission by Defendant that the Lawsuit was properly brought as a representative action other than for settlement purposes. To the contrary, Defendant has denied and continues to deny each and every material factual allegation and alleged claim asserted in the Lawsuit. To this end, the settlement of the Lawsuit, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement Agreement or the settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in the Lawsuit; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendant in any civil, criminal or administrative proceeding any court, administrative agency or other tribunal.

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CONSTRUCTION

28. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and through a third-party mediator, and this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his, her or its counsel participated in the drafting of this Settlement Agreement. All Parties have contributed to the preparation and drafting of this Settlement Agreement.

CAPTIONS AND INTERPRETATIONS

29. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Settlement Agreement or any provision of it. Each term of this Settlement Agreement is contractual and not merely a recital.

MODIFICATION

30. This Settlement Agreement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

31. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

32. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

PAGA MEMBER SIGNATORIES

33. It is agreed that because the PAGA Members are so numerous, it is impossible or impractical to have each PAGA Member execute this Settlement Agreement. Further, it is not legally

required for each PAGA Member to sign in order for the Settlement to be binding upon the State of California and PAGA Members.

COUNTERPARTS

34. This Settlement Agreement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including email and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Settlement Agreement binding upon and effective as to all Parties.

NO PUBLICITY MEDIA AND PRESS COMMUNICATIONS

35. Plaintiffs agree that they will not publicize this litigation or this Settlement in any manner. Plaintiffs and PAGA Counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about this case. If contacted by the press or media, Plaintiffs may only state that the case has been resolved. Plaintiff will refrain from discussing the terms or the fact of this Settlement with third parties other than: (1) their immediate family members; and (2) their accountants or lawyers as necessary for tax purposes. If asked by any person or entity about the matter, Plaintiffs may only state that the case has been resolved.

NO TAX ADVICE

36. Neither Plaintiffs, PAGA Counsel, nor Defendant's counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

CONTINUING JURISDICTION OF THE COURT

37. 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 Settlement Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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WAIVER OF RIGHT TO APPEAL

38. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel 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 another party 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.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement and Release between Plaintiff and Defendant as of the date(s) set forth below (signatures to follow on the next page):

EXECUTION BY PARTIES

The Parties hereby execute this Settlement Agreement.

Dated:

Tashamia Barrow

Dated:

Monae Uribe

Dated: Jun 25, 2025

Engen Ventures, Inc.

By: C. Brent Flynn
C. Brent Flynn (Jun 25, 2025 17:25 PDT)

Name: Brent Flynn
Title: CEO

APPROVED AS TO FORM AND CONTENT:

DATED:

COUNSELONE, P.C.

By:
ANTHONY J. ORSHANSKY
P. BARTHOLOMEW QUINTANS
Attorneys for Plaintiffs

DATED: June 25, 2025

FISHER & PHILLIPS LLP

By:
ANDREW C. CRANE
MILDRED LIMA
Attorney for Engen Ventures, Inc.

EXECUTION BY PARTIES

The Parties hereby execute this Settlement Agreement.

Dated: 06 / 24 / 2025

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Tashamia Barrow

Dated: 06 / 24 / 2025

____
Monae Uribe

Dated:

Engen Ventures, Inc.

By: ______________________________

Name: Brent Flynn
Title: CEO

APPROVED AS TO FORM AND CONTENT:

DATED: June 24, 2025

COUNSELONE, P.C.

By: ______________________________
ANTHONY J. ORSHANSKY
P. BARTHOLOMEW QUINTANS
Attorneys for Plaintiffs

DATED:

FISHER & PHILLIPS LLP

By: ______________________________
ANDREW C. CRANE
MILDRED LIMA
Attorney for Engen Ventures, Inc.

EXHIBIT A

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

Barrow, et al. v. Engen Ventures, Inc. dba Taco Bell

Superior Court of the State of California for the County of Sacramento, Case No. 24CV001492

You are not being sued. This Notice affects your rights. Please read it carefully.

You are receiving this Notice because the Court has approved a Private Attorneys General Act ("PAGA") settlement in the above-referenced case (the "Lawsuit"), and you are a member of the representative group that is entitled to receive money.

What Is This Lawsuit About?

In the Lawsuit, Plaintiffs assert claims for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA") against Defendant Engen Ventures, Inc. dba Taco Bell ("Defendant"), on behalf of themselves and other current and former hourly non-exempt employees of Defendant during the period of November 25, 2022, through April 2, 2025 (the "PAGA Period").

Defendant denies any liability or wrongdoing of any kind with respect to each and every allegation asserted by Plaintiffs in the Lawsuit. Defendant contends that it diligently complied with all applicable wage-and-hour laws during the relevant time period. The Court never made any determination as to the merits of the claims asserted by Plaintiffs.

To avoid further time and expense in litigation, Defendant and Plaintiffs have agreed to settle the case. The settlement resolves and releases all claims for PAGA penalties that were asserted or could have been asserted in the Lawsuit on behalf of all hourly, non-exempt employees who worked in California for Defendant any time during the PAGA Period ("PAGA Members").

Your Individual Settlement Share

Your individual settlement share is based on the number of pay periods you worked for Defendant during the PAGA Period. Your settlement share is characterized entirely as IRS Form 1099 income. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the Settlement and you should consult a tax advisor regarding the tax consequences of such payment.

By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or legal claims in the Lawsuit. The Court has not decided whether Plaintiffs' claims or Defendant's defenses to those claims are meritorious. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial.

You are not a party to this Lawsuit, but you and the State of California will be bound by the Settlement in this matter as to civil penalties against Defendant during the PAGA Period.

What Should I Do Now?

According to Defendant's records, you are a PAGA Member and are therefore entitled to a share of the settlement. Enclosed with this Notice is your settlement check. <u>You may immediately deposit your enclosed settlement check and need not take any further action</u>. If you are still employed by Defendant, your decision to cash the check will not affect your employment. The settlement check shall remain valid for 180 days. Checks remaining un-cashed for more than 180 days after issuance will be tendered to The State of California Unclaimed Property Fund in your name.

PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE. DIRECT ANY QUESTIONS ABOUT THE SETTLEMENT TO THE SETTLEMENT ADMINISTRATOR:

CPT Group
50 Corporate Park
Irvine, CA 92606
(800) 542-0900
info@cptgroup.com