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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

FRANKIE D. GOMEZ, individually, and on
behalf of all others similarly situated, and on
behalf of other aggrieved employees pursuant to
the California Private Attorney General Act;

Plaintiff,

vs.

SIGNAL HILL PETROLEUM, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 24STCV19331

Assigned for All Purposes to:
Hon. William F. Highberger, Dept. 10

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

Complaint Filed: August 1, 2024
FAC Filed: October 15, 2024
Trial Date: None Set

1 **CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE**

2 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between
3 Plaintiff Frankie D. Gomez (“Plaintiff”) and Defendant Signal Hill Petroleum, Inc. (“Defendant”). The
4 Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

- 6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendant captioned *Frankie D. Gomez, individually, and on behalf of all others*
8 *similarly situated, and on behalf of other aggrieved employees pursuant to the*
9 *California Private Attorney General Act; vs. Signal Hill Petroleum, Inc.; and*
10 *DOES 1 through 10, inclusive*, Case No. 24STCV19331, initiated on August 1,
11 2024, and pending in Superior Court of the State of California, County of Los
12 Angeles.
- 13 1.2. “Administrator” means Apex Class Action Administration (“Apex”), the neutral entity the
14 Parties have agreed to appoint to administer the Settlement.
- 15 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from
16 the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance
17 with the Administrator’s “not to exceed” bid submitted to the Court in connection with
18 Preliminary Approval of the Settlement.
- 19 1.4. “Aggrieved Employee” means all current and former hourly employees employed by
20 Defendant in California who were classified as non-exempt during the PAGA Period.
- 21 1.5. “Class” or “Class Members” means all current and former hourly employees
22 employed by Defendant in California who were classified as non-exempt during the Class
23 Period.
- 24 1.6. “Class Counsel” means THE SENTINEL FIRM, APC.
- 25 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the
26 amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
27 expenses, respectively, incurred to prosecute the Action.
- 28 1.8. “Class Data” means Class Member identifying information in Defendant’s possession

including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods for each Class Member and/or Aggrieved Employee.

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

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

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

1.12. "Class Period" means the period from August 1, 2020, through December 20, 2025, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

1.13. "Class Representative" means the named Plaintiff Frankie D. Gomez in the operative complaint in the Action seeking Court approval to serve as a Class Representative for settlement purposes only.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Los Angeles.

1.16. "Defendant" means Signal Hill Petroleum, Inc.

1.17. "Defense Counsel" means SCHILLING LAW GROUP, PC.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment;

(b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's Order Granting Final Approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means **Seven Hundred Twenty-Five Thousand Dollars and Zero Cents (\$725,000.00)**, which is the total amount Defendant agrees to pay under the Settlement. 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, the Class Representative Service Payment and the Administrator's Expenses.

1.23. "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks the Participating Class Member worked during the Class Period as an hourly, non-exempt employee.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period as an hourly, non-exempt employee.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to receive penalty payments under Labor Code § 2699(i).

1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(m).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA

Payment, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period as an hourly, non-exempt employee.

1.31. "PAGA Period" means the period from August 1, 2023, to December 20, 2025, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.33. "PAGA Notice" means Plaintiff Gomez's August 1, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code § 2699.3(a).

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be \$50,000.00, allocated 35% to the Aggrieved Employees (\$17,500.00) and the 65% to LWDA (\$32,500.00) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit to the Administrator a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiff" means Frankie D. Gomez, the named plaintiff in the Action.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Released Class Claims" means the claims being released by all Participating Class Members as described in Paragraph 5.2 below.

1.39. "Released PAGA Claims" means the claims being released as described in Paragraph 5.3 below.

1.40. "Released Parties" means Defendant Signal Hill Petroleum, Inc., and Defendant's current and former respective agents, officers, employees, directors, owners, subsidiaries, DBA's, affiliates and parent companies.

1.41. "Request for Exclusion" means a Class Member's submission to the Administrator of a written request to be excluded from the Class Settlement signed by the Class Member, as further detailed in Paragraph 7.5 below.

1.42. "Response Period" means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees ("Notice Packets") and shall be the last date on which Class Members may: (a) fax, email, or mail to the Administrator Requests for Exclusion from the Settlement, (b) fax, email, or mail to the Administrator Objection to the Settlement; or (c) fax, email, or mail to the Administrator a dispute regarding the Workweeks allocated to them. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired to submit Requests for Exclusion from the Settlement, Objections to the Settlement, or to dispute the Workweeks allocated to them as a part of the Settlement.

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

1.44. "Settlement Class Data" means Class Member identifying information in Defendant's possession including Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.45. "Settlement Class" means all persons employed by Defendant in California and classified as hourly/non-exempt who worked for Defendant as an hourly/non-exempt employee during the Class Period.

1.46. "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period as an hourly, non-exempt employee.

2. RECITALS.

2.1. On August 1, 2024, Plaintiff commenced this Action by filing a Complaint in Los Angeles County Superior Court alleging causes of action against Defendant for: (1) Violation of Labor Code §§ 204, 1194, 1194.2, 1197 (Failure to Pay Minimum Wages); (2) Violation of Labor Code §§ 1194, 1198 (Failure to Pay Overtime Compensation); (3) Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal

1 Periods); (4) Violation of Labor Code § 226.7, (Failure to Authorize and Permit Rest Breaks); (5) Violation
2 of Labor Code § 2802 (Failure to Indemnify Necessary Business Expenses); (6) Violation of Labor Code
3 §§ 201-203 (Failure to Timely Pay Final Wages at Termination); (7) Violation of Labor Code § 226 (Failure
4 to Provide Accurate Itemized Wage Statements); and (8) Violation of Bus. & Prof. Code §§ 17200 *et seq.*
5 (Unfair Business Practices). On October 15, 2024, Plaintiff filed a First Amended Class Action and
6 Representative Action Complaint (“FAC”) adding a cause of action for Civil Penalties Under PAGA [Cal.
7 Lab. Code §§ 2699, *et seq.*]. The FAC is the operative complaint in the Action (the “Operative Complaint”).

8 2.2. The Class Representative believes he has meritorious claims based on alleged violations of
9 the California Labor Code, that class certification is appropriate because the prerequisites for class
10 certification can be satisfied in the Action, and that this Action is manageable as a PAGA representative
11 action.

12 2.3. Defendant denies the allegations in the Operative Complaint and in the PAGA Notice, denies
13 any failure to comply with the laws identified in in the Operative Complaint and/or the PAGA Notice, and
14 denies any and all liability for the causes of action alleged. Defendant further contends that, for any purpose
15 other than settlement, the Action is not appropriate for class or representative action treatment.

16 2.4. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendant and
17 the LWDA by sending the PAGA Notice on August 1, 2024.

18 2.5. On August 21, 2025, the Parties participated in an all-day mediation presided over by Steven
19 J. Rottman, Esq. and subsequently reached an agreement to settle the Action. The Parties agree that the terms
20 and conditions of this Agreement are the result of intensive arms-length negotiations between the Parties
21 supervised by an experienced employment law mediator. The Parties agree that the Agreement is entered
22 into in good faith as to each Class Member and Aggrieved Employee and that the Settlement is fair,
23 reasonable, and adequate as to each Class Member and Aggrieved Employee.

24 2.6. Prior to and following the mediation, Plaintiff obtained from Defendant, through informal
25 discovery, documents, data, and information necessary to evaluate the claims in the Action, including an
26 appropriate sampling of pay and time records for the Class. Plaintiff’s investigation was sufficient to satisfy
27 the criteria for Court approval set forth in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794, 1801 (1996)
28 and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

1 2.7. The Court has not granted class certification.

2 2.8. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any
3 other pending class action asserting claims that will be extinguished or affected by the Settlement.

4 2.9. Solely for the purposes of this Settlement, the Parties stipulate and agree to certification of
5 the claims asserted on behalf of Class Members. As such, the Parties stipulate and agree that for this
6 Settlement to occur, the Court must certify the Class as defined in this Agreement. If for any reason the
7 Settlement does not become effective, Defendant reserves the right to contest certification of any class for
8 any reason and reserves all available defenses to the claims in the Action.

9 **3. MONETARY TERMS.**

10 3.1. Gross Settlement Amount. Defendant promises to pay a maximum of **\$725,000.00** as the
11 Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the Wage
12 Portion (defined below) of each Individual Class Payment. Defendant has no obligation to pay the Gross
13 Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement.
14 The Administrator will disburse the entire Gross Settlement Amount without asking or requiring
15 Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None
16 of the Gross Settlement Amount will revert to Defendant.

17 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
18 following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final
19 Approval:

20 3.2.1. To Plaintiff: A Class Representative Service Payment to the Class Representative of not
21 more than \$7,500.00, in addition to any Individual Class Payment and any Individual PAGA
22 Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant
23 will not oppose Plaintiff's requests for a Class Representative Service Payment that does not exceed
24 this amount. Plaintiff will seek Court approval for any Class Representative Service Payment in the
25 Final Approval Motion. If the Court approves a Class Representative Service Payment less than the
26 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The
27 Administrator will pay the Class Representative Service Payment using the appropriate IRS Form
28 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class

1 Representative Service Payment and agrees to indemnify Defendant and hold it harmless for any
2 responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential
3 damages arising from Plaintiff's obligations to pay taxes owed on the Class Representative Service
4 Payment.

5 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross
6 Settlement Amount and Class Counsel Litigation Expenses Payment of not more than \$25,000.00.
7 Defendant will not oppose requests for these payments provided that they do not exceed these
8 amounts. Plaintiff will seek Court approval for the Class Counsel Fees Payment and the Class
9 Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval
10 Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation
11 Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to
12 the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other
13 Plaintiff's Counsel arising from any claim as to any portion of the Class Counsel Fee Payment and/or
14 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees
15 Payment and Class Counsel Expenses Payment using one or more appropriate IRS-1099 Forms.
16 Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees
17 Payment and the Class Counsel Litigation Expenses Payment and agrees to indemnify Defendant
18 and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest
19 or any other actual or potential damages arising from Plaintiff's and/or Class Counsel's obligations
20 to pay taxes owed on these Payments or from any dispute or controversy regarding any division or
21 sharing of any of these Payments.

22 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$6,990.00 except
23 upon a showing of good cause and as approved by the Court. To the extent the Administration
24 Expenses are less than \$6,990.00, or the Court approves payment less than this amount, the
25 Administrator will retain the remainder in the Net Settlement Amount. Apex Class Action
26 Administration has been selected as the Administrator, based upon its "not to exceed" bid of
27 \$6,990.00.

28 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a)

1 dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating
2 Class Members during the Class Period and (b) multiplying the result by each Participating Class
3 Member's Workweeks.

4 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating
5 Class Member's Individual Class Payment will be allocated to settlement of
6 wage claims (the "Wage Portion"). The Wage Portion of each Individual
7 Class Payment is subject to tax withholding and will be reported on an IRS
8 W-2 Form. The remaining 80% of each Participating Class Member's
9 Individual Class Payment will be allocated to settlement of claims for
10 interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion of
11 each Individual Class Payment is not subject to wage withholdings and will
12 be reported on IRS 1099 Forms. Participating Class Members assume full
13 responsibility and liability for any taxes owed on their Individual Class
14 Payments and agree to indemnify Defendant and hold it harmless for any
15 responsibility, liability, claim, complaint, damages, penalties, interest or any
16 other actual or potential damages arising from Participating Class Members'
17 obligations to pay taxes owed on these Payments.

18 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual
19 Class Payments. Non-Participating Class Members will not receive any
20 Individual Class Payments. The Administrator will retain amounts equal to
21 their Individual Class Payments in the Net Settlement Amount for
22 distribution to Participating Class Members on a pro rata basis.

23 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000.00 to
24 be paid from the Gross Settlement Amount, with 65% (\$32,500.00) allocated to the LWDA PAGA
25 Payment and 35% (\$17,500.00) allocated to Individual PAGA Payments.

26 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)
27 dividing the amount of the Aggrieved Employees' 35% share of PAGA
28 Penalties (\$17,500) 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 Payments and agree to indemnify Defendant and hold it harmless for any responsibility, liability, claim, complaint, damages, penalties, interest or any other actual or potential damages arising from Aggrieved Employees' obligations to pay taxes owed on these Payments.

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 the appropriate IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and PAGA Pay Periods. As of August 21, 2025, the number of Workweeks worked by the estimated 134 class members during the Class Period is estimated to be 14,000 and the number of Pay Periods worked by the estimated 86 Aggrieved Employees is estimated to be 2,741.

4.2. Class Data. Not later than fourteen (14) days after the Court grants Preliminary Approval of the Settlement, Defendant will 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 required tasks under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount

1 and also fund the amounts necessary to fully pay Defendant's share of payroll taxes as to the Wage Portion
2 of the Gross Settlement Amount, by transmitting the funds to the Administrator within thirty (30) days of
3 the Effective Date.

4 4.4. Payments from the Gross Settlement Amount. Within thirty (30) days after Defendant funds
5 the Settlement as provided for in Paragraph 4.3, the Administrator will mail checks for all Individual Class
6 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
7 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
8 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel
9 Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement
10 of Individual Class Payments and Individual PAGA Payments.

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

25 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class
26 Members whose checks are returned undelivered without USPS forwarding
27 addresses. Within seven (7) days of receiving a returned check the Administrator
28 must re-mail checks to the USPS forwarding address provided or to an address

1 ascertained through the Class Member Address Search. The Administrator need not
2 take further steps to deliver checks to Class Members whose re-mailed checks are
3 returned as undelivered. The Administrator shall promptly send a replacement check
4 to any Class Member whose original check was lost or misplaced and requested by
5 the Class Member prior to the void date.

6 4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA
7 Payment check is uncashed and cancelled after the void date, the Administrator shall
8 transmit the funds represented by such checks to the California Controller's
9 Unclaimed Property Fund in the name of the Class Member, thereby leaving no
10 "unpaid residue" subject to the requirements of California Code of Civil Procedure
11 § 384(b).

12 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall
13 not obligate Defendant to confer any additional benefits or make any additional
14 payments to Class Members (such as 401(k) contributions or bonuses) beyond those
15 specified in this Agreement.

16 **5. RELEASES OF CLAIMS.**

17 As of the Effective Date of this Settlement, Plaintiff and the Participating Class Members release
18 claims against all Released Parties as follows:

19 5.1. Plaintiff's Release.

20 5.1.1. Scope of Plaintiff's Release. Plaintiff and his respective former and present spouses,
21 representatives, agents, attorneys, heirs, administrators, successors, and assigns
22 generally release and discharge Released Parties from any and all of the claims,
23 whether known or unknown, suspected or unsuspected, contingent or non-
24 contingent, which now exist, or have existed, upon any theory of law or equity now
25 existing, including, but not limited to, conduct that is negligent, intentional, with or
26 without malice, or a breach of any duty, law or rule, without regard to the subsequent
27 discovery or existence of such different or additional facts. Additionally, Plaintiff
28 releases the Released Parties of all claims, charges, complaints, liens, demands,

1 causes of action, obligations, damages and liabilities, known or suspected, arising
2 from Plaintiff's employment with the Defendant. The released claims include,
3 without limitation: claims under (1) the Civil Rights Act of 1964, as amended; (2)
4 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act; (4) Section
5 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6)
6 the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and
7 the United States Constitution; (8) the California Labor Code; (9) the Family and
8 Medical Leave Act; (10) the California Family Rights Act; (11) the Worker
9 Adjustment and Retraining Notification Act; (12) the Employee Retirement Income
10 Security Act; (13) the Immigration Reform and Control Act; (14) the California
11 Business and Professions Code, sections 17200, *et seq.*; (15) the California
12 Government Code; and (16) the California Wage Orders (collectively "Claim" or
13 "Claims") which Plaintiff now has, owns or holds, or claims to have, own or hold,
14 or which Plaintiff at any time had, owned or held, or claimed to have, own or hold
15 against any of the Released Parties up to and including, as of the final approval of
16 this Agreement. (Everything released based on the above as well as everything
17 released as part of the Released Class Claims discussed below will be referred to as
18 "Plaintiff's Release.") Plaintiff's Release does not extend to any claims for vested
19 benefits, unemployment benefits, disability benefits, social security benefits, or
20 workers' compensation benefits that arose at any time. Plaintiff acknowledges that
21 Plaintiff may discover facts or law different from, or in addition to, the facts or law
22 that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's
23 Release shall be and remain effective in all respects, notwithstanding such different
24 or additional facts or Plaintiff's discovery of them.

25 5.1.2. Released PAGA Claims: Upon approval by the Court and upon funding of the Gross
26 Settlement Amount, the claims released by Plaintiff, as agent and proxy of the
27 LWDA, will include any and all claims for civil penalties under the California Labor
28 Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698,

1 *et seq.*, against the Released Parties for work performed during the PAGA Period
2 and based on or arising out of the alleged violations of the Labor Code that were
3 asserted or could have been asserted based on the facts alleged in the PAGA Notice
4 to the LWDA and the Action.

5 5.1.3. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of
6 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,
7 and benefits, if any, of Section 1542 of the California Civil Code, which reads:

8 **A general release does not extend to claims that the creditor or**
9 **releasing party does not know or suspect to exist in his or her favor**
10 **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.

11 5.2. Release by Participating Class Members: Upon the Effective Date and funding of the Gross
12 Settlement Amount to the Administrator, all Participating Class Members, on behalf of themselves and their
13 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
14 assigns, release the Released Parties from all claims, rights, demands, damages, liabilities, and causes of
15 action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiff in
16 the Operative Complaint or that could have been brought by Plaintiff against Defendant based on the facts
17 stated in the Operative Complaint.

18 5.3. Release of PAGA Penalties: Through Plaintiff's release as agent and proxy of the LWDA,
19 Aggrieved Employees, whether or not they are Participating Class Members, shall be deemed to release, to
20 the extent permissible by law, any and all claims for civil penalties under the California Labor Code Private
21 Attorneys General Act of 2004 ("PAGA"), Labor Code section 2698, *et seq.*, against the Released Parties
22 for work performed during the PAGA Period and based on or arising out of the alleged violations of the
23 Labor Code that were asserted or could have been asserted based on the facts alleged in the PAGA Notice
24 to the LWDA and the Action.

25 **6. MOTION FOR PRELIMINARY APPROVAL.**

26 Plaintiff shall prepare and file a motion for preliminary approval ("Motion for Preliminary
27 Approval") that complies with the Court's current checklist for Preliminary Approval.

28 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all

documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code § 2699(f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code § 2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)) and (vii) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

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

1 expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith,
2 to modify the Agreement and otherwise satisfy the Court's concerns.

3 **7. SETTLEMENT ADMINISTRATION.**

4 7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action
5 Administration ("Apex") to serve as the Administrator and verified that, as a condition of appointment, Apex
6 agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement
7 in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they
8 have no interest or relationship, financial or otherwise, with the Administrator other than a professional
9 relationship arising out of prior experiences administering settlements.

10 7.2. Employer Identification Number. The Administrator shall have and use its own Employer
11 Identification Number for purposes of calculating payroll tax withholdings and providing reports to state
12 and federal tax authorities.

13 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
14 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

15 7.4. Notice to Class Members.

16 7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator
17 shall notify Class Counsel that the list has been received and state the number of
18 Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class
19 Data.

20 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen
21 (14) days after receiving the Class Data, the Administrator will send to all Class
22 Members identified in the Class Data, via first-class United States Postal Service
23 ("USPS") mail, the Class Notice (with Spanish translation) substantially in the form
24 attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall
25 prominently estimate the dollar amounts of any Individual Class Payment and/or
26 Individual PAGA Payment payable to the Class Member, and the number of
27 Workweeks and PAGA Pay Periods used to calculate these amounts. Before
28 mailing Class Notices, the Administrator shall update Class Member addresses

1 using the National Change of Address database.

2 7.4.3. Not later than three (3) business days after the Administrator's receipt of any Class
3 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
4 Class Notice using any forwarding address provided by the USPS. If the USPS does
5 not provide a forwarding address, the Administrator shall conduct a Class Member
6 Address Search, and re-mail the Class Notice to the most current address obtained.
7 The Administrator has no obligation to make further attempts to locate or send Class
8 Notice to Class Members whose Class Notice is returned by the USPS a second time.

9 7.4.4. The deadlines for Class Members' written objections, challenges to Workweeks
10 and/or PAGA Pay Periods, and Requests for Exclusion will be extended an
11 additional fourteen (14) days beyond the sixty (60) days otherwise provided in the
12 Class Notice for all Class Members whose notice is re-mailed. The Administrator
13 will inform the Class Member of the extended deadline with the re-mailed Class
14 Notice.

15 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise
16 discovers any persons who believe they should have been included in the Class Data
17 and should have received Class Notice, the Parties will expeditiously meet and
18 confer in person or by telephone, and in good faith in an effort to agree on whether
19 to include them as Class Members. If the Parties agree, such persons will be Class
20 Members entitled to the same rights as other Class Members, and the Administrator
21 will send, via email or overnight delivery, a Class Notice requiring them to exercise
22 options under this Agreement not later than fourteen (14) days after receipt of Class
23 Notice, or the deadline dates in the Class Notice, which ever is later.

24 7.5. Requests for Exclusion (Opt-Outs).

25 7.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class
26 Settlement must send the Administrator, by fax, email, or mail, a signed written
27 Request for Exclusion not later than sixty (60) days after the Administrator mails the
28 Class Notice or as otherwise extended for re-mailed Class Notices as described

1 herein. A Request for Exclusion is a letter from a Class Member or his/her
2 representative that reasonably communicates the Class Member's election to be
3 excluded from the Settlement and includes the Class Member's name, address and
4 email address or telephone number. To be valid, a Request for Exclusion must be
5 timely faxed, emailed, or postmarked by the Response Deadline, subject to extension
6 for re-mailed Class Notices as described herein.

7 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails
8 to contain all the information specified in the Class Notice. The Administrator shall
9 accept any Request for Exclusion as valid if the Administrator can reasonably
10 ascertain the identity of the person as a Class Member and the Class Member's desire
11 to be excluded. The Administrator's determination shall be final and not appealable
12 or otherwise susceptible to challenge. If the Administrator has reason to question
13 the authenticity of a Request for Exclusion, the Administrator may demand
14 additional proof of the Class Member's identity. The Administrator's determination
15 of authenticity shall be final and not appealable or otherwise susceptible to challenge.

16 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion
17 is deemed to be a Participating Class Member under this Agreement, entitled to all
18 benefits and bound by all terms and conditions of the Settlement, including the
19 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this
20 Agreement, regardless of whether the Participating Class Member actually receives
21 the Class Notice or objects to the Settlement.

22 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
23 Non-Participating Class Member and shall not receive an Individual Class Payment
24 or have the right to object to the class action components of the Settlement. Because
25 future PAGA claims are subject to claim preclusion upon entry of the Judgment,
26 Non-Participating Class Members who are Aggrieved Employees are deemed to
27 release the claims identified in Paragraph 5.3 and are eligible for an Individual
28 PAGA Payment.

1 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days
2 after the Administrator mails the Class Notice, or as otherwise extended for re-mailed Class
3 Notices as described herein, to challenge the number of Workweeks (if any) allocated to the
4 Class Member in the Class Notice. The Class Member may challenge the allocation by
5 communicating with the Administrator via fax, email or mail. The Administrator must
6 encourage the challenging Class Member to submit supporting documentation. In the
7 absence of any contrary documentation, the Administrator is entitled to presume that the
8 Workweeks contained in the Class Notice are correct so long as they are consistent with the
9 Class Data. The Administrator's determination of each Class Member's allocation of
10 Workweeks shall be final and not appealable or otherwise susceptible to challenge. The
11 Administrator shall promptly provide copies of all challenges to calculation of Workweeks
12 to Defense Counsel and Class Counsel and the Administrator's determination of the
13 challenges.

14 7.7. Objections to Settlement.

15 7.7.1. Only Participating Class Members may object to the class action components of the
16 Settlement and/or this Agreement, including contesting the fairness of the Settlement
17 and/or amounts requested for the Class Counsel Fees Payment, Class Counsel
18 Litigation Expenses Payment and/or Class Representative Service Payment.

19 7.7.2. Participating Class Members may send written objections to the Administrator, by
20 fax, email, or mail. In the alternative, Participating Class Members may appear in
21 Court (or hire an attorney to appear in Court) to present verbal objections at the Final
22 Approval Hearing. A Participating Class Member who elects to send a written
23 objection to the Administrator must do so not later than the Response Deadline, or
24 as otherwise extended for re-mailed Class Notices as described herein.

25 7.7.3. Non-Participating Class Members have no right to object to any of the class action
26 components of the Settlement.

27 7.7.4. Class Members (whether Participating or Non-Participating) and Aggrieved
28 Employees have no right to object to or intervene in any of the PAGA components

1 of the Settlement.

2 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
3 performed or observed by the Administrator contained in this Agreement or otherwise.

4 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will post
5 information of interest to Class Members including the date, time and location for
6 the Final Approval Hearing and copies of the Agreement, the Class Notice, the Final
7 Approval and the Judgment on the Administrator's website. The Administrator will
8 also maintain and monitor an email address and a toll-free telephone number to
9 receive Class Member calls, faxes and emails.

10 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
11 promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
12 Not later than five (5) days after the expiration of the deadline for submitting
13 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
14 Defense Counsel containing (a) the names and other identifying information of Class
15 Members who have timely submitted valid Requests for Exclusion ("Exclusion
16 List"); (b) the names and other identifying information of Class Members who have
17 submitted invalid Requests for Exclusion; and (c) copies of all Requests for
18 Exclusion from Settlement submitted (whether valid or invalid).

19 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports
20 to Class Counsel and Defense Counsel that, among other things, tally the number of:
21 Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
22 Exclusion (whether valid or invalid) received, objections received, challenges to
23 Workweeks received and/or resolved, and checks mailed for Individual Class
24 Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports
25 must include the Administrator's assessment of the validity of Requests for
26 Exclusion and attach copies of all Requests for Exclusion and objections received.

27 7.8.4. Workweek Challenges. The Administrator has the authority to address and make
28 final decisions consistent with the terms of this Agreement on all Class Member

1 challenges to the calculation of Workweeks. The Administrator's decision shall be
2 final and not appealable or otherwise susceptible to challenge.

3 7.8.5. Administrator's Declaration. Not later than fourteen (14) days before the date by
4 which Plaintiff is required to file the Motion for Final Approval of the Settlement,
5 the Administrator will provide to Class Counsel and Defense Counsel a signed
6 declaration suitable for filing in Court attesting to its due diligence and compliance
7 with all of its obligations under this Agreement, including, but not limited to, its
8 mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of
9 Class Notices, attempts to locate Class Members, the total number of Requests for
10 Exclusion from Settlement it received (both valid or invalid), the number of written
11 objections and attach the Exclusion List. The Administrator will supplement its
12 declaration as needed or requested by the Parties and/or the Court. Class Counsel is
13 responsible for filing the Administrator's declaration(s) in Court.

14 7.8.6. Final Report by Settlement Administrator. Within fourteen (14) days after the
15 Administrator disburses all funds in the Gross Settlement Amount, the Administrator
16 will provide Class Counsel and Defense Counsel with a final report detailing its
17 disbursements by employee identification number only of all payments made under
18 this Agreement. At least fourteen (14) days before any deadline set by the Court, the
19 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
20 signed declaration suitable for filing in Court attesting to its disbursement of all
21 payments required under this Agreement. Class Counsel is responsible for filing the
22 Administrator's declaration in Court.

23 **8. CLASS SIZE ESTIMATES AND CLASS PERIOD AND PAGA PERIOD**
24 **TERMINATION DATE.**

25 Based on its records, Defendant estimates that, as of May 31, 2025, there were approximately 13,585
26 workweeks worked by Class Members during the Class Period. The Parties negotiated the Settlement based
27 on an assumption of 14,000 workweeks as of the date of mediation, i.e., August 21, 2025. The Parties have
28 stipulated that in the event the number of Workweeks worked by Class Members increases from 14,000 by

1 more than 10% (i.e., exceeds 15,400 Workweeks) in the final Workweeks count, the Class Period and PAGA
2 Period will terminate as of the date the total number of Workweeks exceed 15,400 Workweeks or December
3 20, 2025, whichever is earlier. Five (5) days prior to any deadline on which to file a motion for preliminary
4 approval of this settlement, Defendant shall provide Plaintiff's counsel with the estimated Workweek total
5 in the Class Period up to that date and, if the number exceeds 15,400 Workweeks, Defendant will inform
6 Plaintiff of the date on which the Class Period and PAGA Period ends pursuant to this Paragraph. Final
7 determination regarding the provisions of this Paragraph will be determined by the Administrator based on
8 the Class Data.

9 **9. RIGHT TO WITHDRAW.**

10 9.1. Notwithstanding any other provision of this Agreement, if the number of valid Requests for
11 Exclusion exceeds 10% of the total of all Class Members, Defendant may, but is not
12 obligated to, elect to withdraw from this Agreement. Defendant must notify Class Counsel
13 and the Court of its election to withdraw pursuant to this Paragraph 9.1 not later than ten (10)
14 days after the Administrator sends the final Exclusion List to Defense Counsel. Untimely
15 Requests for Exclusion will have no effect on Defendant's election.

16 9.2. Notwithstanding any other provision of this Agreement, Defendant shall retain the right, in
17 the exercise of its sole discretion, to unilaterally withdraw from and terminate this
18 Agreement if the Court makes or orders material changes to the Basic Settlement Terms.
19 Basic Settlement Terms include the amount of the Gross Settlement Amount; the time period
20 of the Released Class Claims and Released PAGA Claims; and the options to withdraw from
21 the Settlement as set forth herein.

22 9.3. The Parties agree that, if Defendant withdraws from the Agreement, the Agreement shall be
23 void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further
24 obligation to perform under this Agreement; provided, however, Defendant will remain
25 responsible for paying all Settlement Administration Expenses incurred to that point.

26 **10. MOTION FOR FINAL APPROVAL.**

27 Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will
28 file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA

1 settlement under Labor Code § 2699(s)(2), a Proposed Final Approval Order and a proposed Judgment
2 (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense
3 Counsel prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will
4 expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements
5 concerning the Motion for Final Approval.

6 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a
7 Participating Class Member, including the right to file responsive documents in Court no
8 later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
9 accepted by the Court.

10 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval
11 on any material change to the Settlement (including, but not limited to, the scope of release
12 to be granted by Class Members), the Parties will expeditiously work together in good faith
13 to address the Court's concerns by revising the Agreement as necessary to obtain Final
14 Approval. The Parties agree that changes to the timing of payments or notice periods, or to
15 the contents of the Notice of Settlement, which are requested by the Court do not necessitate
16 an amendment or revision to this Agreement unless such an Amendment is required by the
17 Court.

18 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
19 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes
20 of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration
21 matters, and (iii) addressing such post-Judgment matters as are permitted by law.

22 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
23 conditions of this Agreement, specifically including the Class Counsel Fees Payment and
24 Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their
25 respective counsel, and all Participating Class Members who did not object to the Settlement
26 as provided in this Agreement, waive all rights to appeal from the Judgment, including all
27 rights to post-judgment and appellate proceedings, the right to file motions to vacate
28 judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does

not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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

11. AMENDED JUDGMENT.

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

12. ADDITIONAL PROVISIONS.

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If the Court indicates that it will not grant Preliminary Approval, Final Approval or enter Judgment, notwithstanding the Parties' good faith efforts to revise the Settlement in a manner acceptable to the Court, the Parties do not stipulate to class certification, Defendant reserves the right to contest certification of any

1 class for any reasons, Defendant reserves all available defenses to the claims in the Action, and Plaintiff
2 reserves the right to move for class certification on any grounds available and to contest Defendant's
3 defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing
4 on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or
5 effectuate the Settlement and this Agreement).

6 12.2. Court Approval. In the event that the Court fails to approve the Settlement notwithstanding
7 the good faith efforts of the Parties pursuant to Paragraph 12.7 of this Agreement, or if the appropriate
8 appellate court fails to approve the Settlement, or if the Agreement is otherwise terminated: (1) the
9 Agreement shall have no force and effect and the Parties shall be restored to their respective positions prior
10 to entering into it, and no Party shall be bound by any of the terms of the Agreement; (2) Defendant shall
11 have no obligation to make any payments to the Settlement Class Members, Aggrieved Employees, the
12 Settlement Administrator, the LWDA, Plaintiff or Plaintiff's counsel; (3) any preliminary approval order,
13 final approval order or judgment shall be vacated; and (4) the Agreement and all negotiations, statements,
14 proceedings and data relating thereto shall be deemed confidential mediation settlement communications
15 and not subject to disclosure for any purpose in any proceeding.

16 12.3. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and
17 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they
18 and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
19 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or
20 generally, to any person, corporation, association, government agency, or other entity except: (1) to the
21 Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement
22 confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing
23 authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued
24 by a state or federal government agency. Each Party agrees to immediately notify each other Party of any
25 judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant,
26 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
27 communication, before the filing of the Motion for Preliminary Approval, with any third party regarding
28 this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was

resolved,” or words to that effect. This Paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

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

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

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

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

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

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

1 or otherwise.

2 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified,
3 changed, or waived only by an express written instrument signed by all Parties or their representatives, and
4 approved by the Court.

5 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
6 benefit of, the successors of each of the Parties.

7 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
8 governed by and interpreted according to the internal laws of the state of California, without regard to
9 conflict of law principles.

10 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this
11 Agreement. This Agreement will not be construed against any Party on the basis that the Party was the
12 drafter or participated in the drafting.

13 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered
14 during the Action and in connection with this Agreement relating to the confidentiality of information shall
15 survive the execution of this Agreement.

16 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence
17 Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in
18 connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be
19 used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates
20 any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the
21 Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all
22 Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from
23 Defendant and provide written notice to Defendant's counsel of such action.

24 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted
25 for convenience of reference only and does not constitute a part of this Agreement.

26 12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be
27 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal
28 legal holiday, such date or deadline shall be on the first business day thereafter.

12.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Seung L. Yang
seung.yang@thesentinel-firm.com
Tiffany Hyun
tiffany.hyun@thesentinel-firm.com
Jeffrey P. Jackson
jeffrey.jackson@thesentinel-firm.com
THE SENTINEL FIRM, APC
355 S Grand Ave. Suite 1450
Los Angeles, California 90071
Telephone: (213) 985-1150
Facsimile: (213) 985-2155

To Defendant:

Linda Schilling
linda.schilling@schillinglawgroup.com
Nicole R. Vanderlaan Smith
nicole.v.smith@schillinglawgroup.com
SCHILLING LAW GROUP, PC
1100 Newport Center Drive, Suite 250
Newport Beach, California 92660
Telephone: (949) 760-6120
Facsimile: (949) 760-6129

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

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon the signing of this Agreement and pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process, which process commenced on October 16, 2024.

[SIGNATURES ON NEXT PAGE]

1 IT IS SO AGREED.

2
3 **Plaintiff & Class Representative:**

4 Dated: 01 / 23 / 2026

By: 

FRANKIE D. GOMEZ

5 **Plaintiff's Counsel:**

6 Dated: 1/28/26

THE SENTINEL FIRM, APC

8 By: 

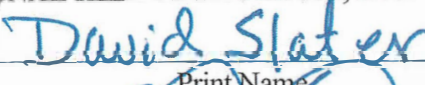
9 Seung I. Yang
10 Tiffany Hyun
Jeffrey P. Jackson

11 Attorneys for Plaintiff

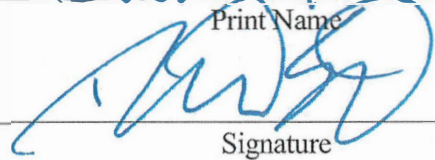
12 **Defendant:**

13 Dated: 02/04/26

SIGNAL HILL PETROLEUM, INC.

14 By: 

Print Name

15 

Signature

16
17 COO / EUP
18 Title

19 **Defendant's Counsel:**

20 Dated: Feb. 4, 2026

SCHILLING LAW GROUP, PC

21 By: 

22 Linda Schilling
23 Nicole R. Vanderlaan Smith

24 Attorneys for Defendant