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AND TIM YU
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF CONTRA COSTA
11

12 SOCORRO MATA CRUZ on behalf of herself
and on behalf of all persons similarly situated,
13 and on behalf of herself, the Labor Workforce
Development Agency, and similarly situated
14 aggrieved current and former employees,

15 Plaintiff,

16 v.

17 RTSF PETRO VENTURES, INC., doing
business as SUPERSTATION CAR WASH;
18 RAYMOND YU, an individual; and TIM YU,
an individual; and DOES 1-20 inclusive,
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20 Defendants.
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Case No. C22-00538

**JOINT STIPULATION OF
SETTLEMENT AND RELEASE OF
CLAIMS**

1 This Joint Stipulation of Class Action Settlement and Release of Claims ("Stipulation") is
2 made and entered into between Plaintiff SOCORRO MATA CRUZ, as an individual and as a
3 representative of the Class, and Defendants RTSF PETRO VENTURES, INC., doing business as
4 SUPER STATION CAR WASH ("RTSF"), RAYMOND YU, and TIM YU, who are parties to the
5 above-captioned putative class action litigation.

6 It is hereby stipulated and agreed, by and between the undersigned Parties, subject to
7 approval of the Court, that the settlement of this action shall be effectuated upon and subject to the
8 following terms and conditions:

9 **DEFINITIONS**

10 The following terms when used in this Stipulation shall have the following meanings:

11 1. "Action" or "Lawsuit" means the above stated action, styled as *Mata Cruz v. RTSF*
12 *Petro Ventures, Inc.*, Contra Costa County Superior Court Case Number C22-00538.

13 2. "Class Action Administrator" means Class Action Claims Administration, Inc.,
14 whom the parties have selected to administer this Stipulation.

15 3. "Class Action Administration Costs" mean the fees and expenses reasonably and
16 necessarily incurred by the Class Action Administrator as a result of performing the settlement
17 administration procedures and functions expressly required in this Stipulation and shall include all
18 costs of administering the Settlement including, but not limited to, all tax document preparation,
19 custodial fees and accounting fees incurred by the Class Action Administrator; all costs and fees
20 associated with preparing, issuing and mailing any and all notices and other correspondence to
21 Settlement Class Members (as hereinafter defined); all costs and fees associated with computing,
22 processing, reviewing and paying the Settlement Class Member Settlement Amount (as hereinafter
23 defined) and resolving disputed claims; all costs and fees associated with calculating tax
24 withholdings and payroll taxes and making related payment to federal state tax authorities and
25 issuing tax forms relating to any payments made consistent with this Stipulation; all fees and costs
26 associated with any other payments to be made out of or into the Qualified Settlement Fund (as
27 hereinafter defined); all costs and fees associated with preparing any tax returns and any other
28 filings required by any governmental taxing authority or agency; all costs and fees associated with

1 preparing any other notices, reports or filings to be prepared in the course of administering
2 disbursements from the Qualified Settlement Fund; and any other costs and fees incurred and/or
3 charged by the Class Action Administrator in connection with the execution of its duties under this
4 Stipulation.

5 4. "Class" and "Settlement Class" means all current and former non-exempt Car
6 Washer/Detailer employees employed by RTSF (as hereinafter defined) at Super Station Car Wash,
7 located at 627 Contra Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra
8 Costa Boulevard, Pleasant Hill, California 94523), and/or Super Station Car Wash & Lube, located
9 at 43601 S. Grimmer Boulevard, Fremont, California, 94538 at any time on or after March 23, 2018
10 through the Date of Preliminary Approval (as hereinafter defined).

11 5. "Class Counsel" shall mean Patrick R. Co of The Co Law Firm, and G. Martin Velez
12 of the Law Office of G. Martin Velez.

13 6. "Class Period" shall mean March 23, 2018 through the Date of Preliminary
14 Approval.

15 7. "Class Representative" or "Plaintiff" means SOCORRO MATA CRUZ.

16 8. "Class Representative Released Claims" shall be any and all claims for failure to
17 pay all wages including failure to provide meal periods; failure to provide rest periods; failure to
18 pay reporting time wages; failure to provide accurate wage statements; violation of Bus. & Prof.
19 Code § 17200 *et seq.*; all claims under PAGA (as hereinafter defined) that could have been
20 premised on the claims, causes of action or legal theories described above or any of the claims.

21 9. "Court" shall mean the Superior Court of the State of California for Contra Costa
22 County.

23 10. "Date of Preliminary Approval" means the date the Court enters an Order approving
24 this Stipulation, the exhibits thereto and setting a hearing for Final Approval of the Stipulation,
25 including approval of attorneys' fees and costs.

26 11. "Date of Final Approval" means the date on which the Court enters a final judgment
27 on the Complaint in this matter approving the terms and conditions of this Stipulation and the
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1 exhibits thereto, including attorneys' fees and costs, Plaintiff's Service Enhancement Payment and
2 the PAGA payment.

3 12. "Defendants" shall mean RTSF, Raymond Yu, and Tim Yu, and each of their past,
4 present and/or former predecessors, successors, parents, subsidiaries, officers, directors,
5 shareholders, members, managers, employees, and agents.

6 13. "Deficient Opt-Out Form" means an Opt-Out Form (as hereinafter defined) that is
7 not signed by the Settlement Class Member submitting the Opt-Out Form or cannot be verified by
8 the Class Action Administrator as being an authentic submission by the Settlement Class Member.

9 14. "Defendants' Counsel" means DONAHUE FITZGERALD LLP.

10 15. "Effective Date" of this Stipulation means the first business day upon which the later
11 of the following have occurred:

12 16. The Date of Final Approval if Settlement Class Members have not filed objections,
13 or if they have filed objections, which have been withdrawn; or;

14 17. If Settlement Class Members have filed objections that have not been withdrawn,
15 either (1) the time to appeal the Court's entry of Final Judgment (as hereinafter defined) has expired
16 and there has been no appeal; or (2) The court of last resort to which any appeal is taken has affirmed
17 its entry of Final Judgment in its entirety or the Settlement Class Member has presented a petition
18 for review and the affirmance is no longer subject to further appeal or review.

19 18. "Employee Taxes" shall mean the employee portion withheld from a paycheck for
20 the purpose of Social Security, Medicare, State Disability Insurance, or state, federal, or local
21 income tax.

22 19. "Complaint" shall mean the operative Class Action and Representative Action
23 Complaint in the Action which was originally filed on or about March 23, 2022.

24 20. "LWDA" means the California Labor and Workforce Development Agency.

25 21. "Maximum Settlement Amount" or "MSA" is the sum of Four Hundred Thirty-
26 seven Thousand Eight Hundred U.S. dollars (\$437,800.00), which represents the maximum amount
27 payable in this Settlement by Defendant RTSF, that includes all payments to be made to Settlement
28 Class Members, attorneys' fees approved by the Court, attorney costs approved by the Court,

1 Settlement Class Members' share of payroll taxes that Defendant RTSF is required to withhold as
2 a matter of law, Plaintiff's Service Enhancement Payment, any payments made to the LWDA under
3 PAGA ("PAGA Payment") and Class Action Administration Costs.

4 22. "Net Settlement Amount" or "NSA" is the portion of the Maximum Settlement
5 Amount eligible for distribution to Qualified Settlement Class Members. This is the Maximum
6 Settlement Amount minus awarded attorneys' fees, costs, Plaintiff's actual Service Enhancement
7 Payments, the PAGA Payment and actual Class Action Administration Costs.

8 23. "Class Notice" shall mean the document attached hereto as Exhibit 1.

9 24. "Opt-Out Form" shall mean the exclusion document attached hereto as Exhibit 2.

10 25. "Opt-Out Period" shall mean a period of sixty (60) calendar days from the date the
11 Class Action Administrator mails the Settlement Documents to Settlement Class Members. If the
12 sixtieth day falls on a Sunday or holiday, the Opt-Out Period shall end on the next business day
13 that is not a Sunday or holiday.

14 26. "PAGA" shall mean the California Labor Code Private Attorneys General Act of
15 2004 (as amended), California Labor Code §§ 2698 *et seq.*

16 27. "PAGA Allocation" shall mean twenty thousand dollars (\$20,000.00).

17 28. "PAGA Payment" shall mean the payment to the California Labor and Workforce
18 Development Agency ("LWDA") in the amount of fifteen thousand dollars (\$15,000.00)
19 constituting seventy-five percent (75%) of the value assigned to the claim for penalties under
20 PAGA.

21 29. "Parties" shall mean Defendants and Plaintiff.

22 30. "Party" shall mean either Plaintiff, Defendant RTSF, Defendant Raymond Yu, or
23 Defendant Tim Yu.

24 31. "PAGA Period" shall mean December 29, 2020 through the Date of Preliminary
25 Approval.

26 32. "Qualified Settlement Fund" shall mean the Qualified Settlement Fund established
27 by the Class Action Administrator for the benefit of the Settlement Class Members.
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1 33. "RTSF" shall mean Defendant RTSF PETRO VENTURES, INC., doing business as
2 SUPER STATION CAR WASH.

3 34. "Settlement Class Member" means a Settlement Class Member who has not timely
4 submitted a valid Opt-Out Form to the Class Action Administrator.

5 35. "Settlement Class Member Released Class Claims" shall be the following claims,
6 which are being released for the time period March 23, 2018 to the Effective Date: All claims and
7 causes of action alleged or that could have been alleged based on the allegations and claims set
8 forth in the Complaint on file in this Action against Defendant. These claims include, but are not
9 limited to: (1) Any claims for unpaid wages (including but not limited to overtime pay, minimum
10 wage, regular wages, salary, missed meal period premium pay, missed rest period premium pay,
11 failure to reimburse business expenses, failure to pay wages of terminated or resigned employees),
12 alleged or which could have been alleged under the facts pleaded in the operative Complaint; (2)
13 Any claims for failure to comply with the employee itemized wage statement provision under
14 California Labor Code section 226; (3) Any claims for failure to keep accurate payroll records
15 under California Labor Code section 1174; (4) Any claims for failure to provide or make available
16 meal and rest periods as required under California Labor Code sections 226.7, 512 and IWC Wage
17 Orders; and (5) Any claims under California Business and Professions Code section 17200 *et seq.*
18 This Release expressly excludes claims involving workers' compensation, ERISA, unemployment
19 insurance benefits and any other claims prohibited from release by law.

20 36. "Settlement Class Members Released PAGA Claims" shall be (1) Any claims under
21 PAGA as set forth in the pre-filing notice to the LWDA and as pleaded in the Complaint. This
22 Release expressly excludes claims involving workers' compensation, ERISA, unemployment
23 insurance benefits and any other claims prohibited from release by law.

24 37. "Settlement Class Member's Individual Settlement Amount" or "Settlement Class
25 Member's Individual Settlement Payment" means that after deducting from the MSA the Class
26 Counsel Award and Class Counsel Costs, the LWDA PAGA Allocation, Class Representative
27 Enhancement Awards, and Claims Administration Costs, the remaining funds (the "Net Settlement
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1 Amount"), will consist of an Individual Class Settlement Payment and, if applicable, an Individual
2 PAGA Settlement Payment to be distributed as follows:

3 38. To calculate the Individual Class Settlement Payment, for each Settlement Class
4 Member, the Class Action Administrator will multiply each Settlement Class Member's Qualifying
5 Class Workweeks by the Weekly Amount. The product of each calculation represents the gross
6 Individual Class Settlement Payment for the respective Settlement Class Member. The Class Action
7 Administrator will then deduct Employee Taxes attributable to wages to arrive at the net Individual
8 Settlement Payment for each respective Class Member.

9 39. To calculate the Individual PAGA Settlement Payment, for each Settlement Class
10 Member, the Class Action Administrator will multiply each Settlement Class Member's Qualifying
11 PAGA Workweeks by the Weekly Amount. The product of each calculation represents the gross
12 Individual PAGA Settlement Payment for the respective Settlement Class Member.

13 40. "Qualifying Class Workweeks" means the number of weeks or partial weeks during
14 the Class Period during which a Settlement Class Member was employed by Defendant in
15 California. Qualifying Class Workweeks will be calculated by the Class Action Administrator
16 based on information regarding the Settlement Class Member's length of employment within the
17 relevant time period provided by Defendant.

18 41. "Qualifying PAGA Workweeks" means the number of weeks or partial weeks
19 during the PAGA Period during which a Settlement Class Member was employed by Defendant in
20 California. Qualifying PAGA Workweeks will be calculated by the Class Action Administrator
21 based on information regarding the Settlement Class Members length of employment within the
22 relevant time period provided by Defendant.

23 42. "Total Qualifying Workweeks" means for each Settlement Class Member, their
24 Qualifying Class Workweeks plus their Qualifying PAGA Workweeks.

25 43. "Total Workweeks" means the total number of Qualifying Class Workweeks plus
26 the total number of Qualifying PAGA Workweeks of all Settlement Class Members.

27 44. "Weekly Amount" means the Net Settlement Amount divided by Total Workweeks.
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1 45. "Stipulation of Settlement," "Stipulation," "Settlement Agreement," "Settlement"
2 and "Agreement" each shall mean this Joint Stipulation of Settlement and Release.

3 **DESCRIPTION OF THE LITIGATION**

4 46. On March 23, 2022, Plaintiff SOCORRO MATA CRUZ filed a class action lawsuit
5 against Defendants in the Superior Court for the State of California, in and for the County of Contra
6 Costa, Case Number C22-00538, alleging the following claims and causes of action: (1) failure to
7 provide meal periods; (2) failure to provide rest periods; (3) failure to pay wages; (4) failure to pay
8 reporting time wages; (5) failure to provide accurate wage statements; (6) violation of Business and
9 Professions Code; and (7) violation of Private Attorneys General Act ("Complaint"). Defendants
10 filed an answer to the Complaint on July 12, 2022 denying all claims alleged therein.

11 47. Plaintiff seeks to represent a putative class of all current and former non-exempt Car
12 Washer/Detailer employees employed by RTSF in Super Station Car Wash, located at 627 Contra
13 Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra Costa Boulevard,
14 Pleasant Hill, California 94523), and Super Station Car Wash & Lube, located at 43601 S. Grimmer
15 Boulevard, Fremont, California, 94538 at any time between March 23, 2018 through the Date of
16 Preliminary Approval.

17 **POSITIONS OF THE PARTIES**

18 48. The Parties conducted internal and informal investigations regarding the instant
19 matter. Plaintiff served three sets of extensive written discovery pertaining to a wide range of topics,
20 including, but not limited to, RTSF's policies and practices regarding meal and rest periods and
21 timekeeping procedures. RTSF responded to Plaintiff's discovery requests and produced copies of
22 time cards and payroll records for all putative class members, including Plaintiff, prior to the
23 mediation. The Parties agreed to participate in mediation. Defendants represented before mediation
24 there were approximately ninety-eight (98) putative Class Members during the class period.

25 49. Defendants deny Plaintiff's claims. Defendants do not believe that any liability to
26 Plaintiff or Settlement Class Members exists or that Plaintiff or Settlement Class Members are
27 entitled to any recovery. Nothing in this Stipulation of Settlement shall be construed to be or
28 deemed an admission by Defendants of any liability, culpability, negligence or wrongdoing toward

1 the Class Representative, the Settlement Class Members or any other person and Defendants
2 specifically disclaims any liability, culpability, negligence or wrongdoing toward the Class
3 Representative, the Settlement Class Members or any other person and further denies that class
4 certification or representative action treatment is appropriate. Nothing in this Settlement
5 Agreement will be offered or used for the purpose of arguing or asserting this settlement as an
6 admission of liability by Defendants.

7 50. On December 21, 2022, the Parties participated in a ten hour mediation of this
8 dispute with mediator Michael Loeb. The mediation resulted in a total monetary settlement of Four
9 Hundred Thirty-seven Thousand Eight Hundred U.S. Dollars (\$437,800.00). All of the terms of the
10 Parties' settlement are contained within this Stipulation of Settlement. At all times, the Parties'
11 settlement negotiations have been non-collusive, adversarial and at arm's length.

12 51. Discussions between counsel for the Parties, discovery, as well as the Parties'
13 investigation and evaluation of Plaintiff's claims, have permitted each side to assess the relative
14 merits of the claims and the defenses to those claims. The Parties agree that the above-described
15 investigation and evaluation, as well as the information exchanged during settlement negotiations
16 and mediation, are more than sufficient to assess the merits of the respective Parties' positions and
17 to compromise the issues on a fair and equitable basis. Based on their own independent
18 investigations and evaluations, Class Counsel is of the opinion that the consideration and terms of
19 the Settlement as set forth below, considering the representative and class claims and the risk of
20 loss, are fair, reasonable and adequate in light of all known facts and circumstances and are in the
21 best interests of the Class. Class Counsel is also of the opinion that the total consideration and
22 settlement payment set forth in this Stipulation of Settlement is adequate in light of the uncertainties
23 surrounding the risk of further litigation and the possible defenses and offset claims that Defendants
24 have asserted and could assert.

25 52. Defendants and their counsel have similarly concluded that it is desirable that the
26 Action be settled in a manner and upon such terms and conditions set forth herein in order to avoid
27 further expense, inconvenience and distraction of further legal proceedings and the risk of the
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1 outcome of the Action. Therefore, Defendants have determined that it is desirable and beneficial
2 to finally and fully put to rest the claims in the Action.

3 **OPERATIVE TERMS OF SETTLEMENT**

4 The Parties to this Action agree as follows:

5 53. Non-Admission. This Stipulation of Settlement and/or any related Court documents
6 or orders may not be cited or otherwise admitted as evidence of liability or that class certification
7 or representative action treatment is appropriate. There has been no final determination by any
8 court as to the merits of the claims asserted by Plaintiff against Defendants or as to whether a class
9 should be certified other than for settlement purposes only.

10 54. Conditional Certification of the Settlement Class. The Parties stipulate to the
11 conditional certification of the Settlement Class as defined herein for settlement purposes only. As
12 set forth in the provisions below, the certification for settlement purposes is void and all terms of
13 this Settlement are void if this Settlement is not approved by the Court. The Parties further stipulate
14 that, for settlement purposes only, The Co Law Firm, and the Law Office of G. Martin Velez may
15 be appointed as Class Counsel and Plaintiff Socorro Mata Cruz may be appointed as the Class
16 Representative. Defendants' stipulation to this settlement class shall not be construed as an
17 admission or acknowledgement of wrongdoing of any kind or that any class should be certified or
18 given collective action treatment.

19 55. Payment Allocations From the Maximum Settlement Amount. Defendant RTSF
20 shall pay an amount not to exceed Four Hundred Thirty-seven Thousand Eight Hundred U.S.
21 Dollars (\$437,800.00) as the Maximum Settlement Amount to fully and finally resolve the Action
22 on a class-wide basis. This is a non-reversionary settlement. Under no circumstances will
23 Defendant RTSF be obligated to pay any more than the Maximum Settlement Amount of Four
24 Hundred Thirty-seven Thousand Eight Hundred U.S. Dollars (\$437,800.00), with the exception of
25 the employer's portion of any required payroll taxes. The Parties agree to the following allocations
26 to be paid from the Maximum Settlement Amount subject to Court approval:

27 56. From the Maximum Settlement Amount, Defendants will not oppose Plaintiff
28 counsel's application to the Court for up to one-third, or One Hundred Forty-five Thousand Nine

1 Hundred Thirty-three U.S. Dollars (\$145,933.00) of the Maximum Settlement Amount for
2 attorneys' fees. Plaintiff's estimated requested attorneys' fees will be subject to the approval of the
3 Court.

4 57. From the Maximum Settlement Amount, Defendants will not oppose Plaintiff
5 counsel's application to the Court for reimbursement of reasonable substantiated litigation costs and
6 expenses incurred, subject to the approval of the Court.

7 58. From the Maximum Settlement Amount, Defendants will not oppose Plaintiff
8 counsel's application to the Court for a Service Enhancement Payment to the Class Representative
9 up to Ten Thousand U.S. Dollars (\$10,000.00), with no withholdings and deductions except for
10 any backup withholdings required by law, in consideration for her full release of all claims as
11 pleaded in the operative complaint and for her efforts in instituting and participating in the Action.
12 The amount of the Service Enhancement Payment will be subject to the approval of the Court.

13 59. Class Action Administration Costs, estimated at Eight Thousand Four Hundred
14 Fourteen U.S. Dollars (\$8,414.00), will be paid to the Class Administrator from the Maximum
15 Settlement Amount and will be subject to the approval of the Court.

16 60. From the Maximum Settlement Amount, the portion to be allocated for PAGA
17 Payment is Twenty Thousand U.S. Dollars (\$20,000.00), 75% (\$15,000.00) of which will be paid
18 by the Class Action Administrator to the LWDA, 25% (\$5,000.00) of which will remain in the Net
19 Settlement Amount and will be subject to the approval of the Court. The portion of the Net
20 Settlement Amount allocated for PAGA Payment shall be divided among the Participating Class
21 Members as part of the Individual PAGA Settlement Payments, as set forth above.

22 61. The Net Settlement Amount shall be the Maximum Settlement Amount minus
23 awarded attorneys' fees, costs, Plaintiff's Service Enhancement Payment, actual Class Action
24 Administration Costs and the PAGA Payment. Settlement Class Members' share of payroll taxes
25 that RTSF is required to withhold as a matter of law shall be taken out from the Net Settlement
26 Amount. RTSF's employer share of the payroll taxes as required by law will be paid by RTSF
27 outside of the Maximum Settlement Amount. The Parties agree that the Settlement Agreement shall
28 remain binding even if the Court does not approve the full amount of attorneys' fees, litigation

1 costs, Service Enhancement Payment, Class Action Administration Costs or PAGA payment. The
2 Agreement shall remain binding with any such Court-ordered modification(s) and its terms will
3 otherwise remain unchanged. Any Court-ordered reduction in the attorneys' fees, litigation costs,
4 Service Enhancement Payment, PAGA payment, or Class Action Administration Costs shall be
5 added to the Net Settlement Amount.

6 62. Tax Treatment. For tax purposes, Settlement Class Members shall be individually
7 responsible for the payment of taxes each Settlement Class Member's Individual Class Settlement
8 Payment except that all employee deductions (including taxes on any payments attributable to
9 wages) shall be deducted from any Settlement Class Members' Settlement Payments hereunder as
10 required by law. The Parties agree that the amount of monies attributable to wages shall be one-
11 third of any net settlement proceeds paid to each Settlement Class Member, with the remaining
12 two-thirds attributed to penalties, including PAGA penalties, and interest. Defendants are not
13 responsible for any tax consequences regarding the allocation of the settlement payments. The
14 Class Representative and Settlement Class Members should consult with their tax advisors
15 concerning the tax consequences of the payments they receive under the Settlement. An IRS Tax
16 Form W-2 will be issued to each Settlement Class Member with regard to the portion of the
17 Settlement Class Member Settlement Payments attributable to wages and an IRS Tax Form 1099
18 will be issued to each Settlement Class Member with regard to the remaining portion of the
19 Settlement Class Member Payments. An IRS Tax Form 1099 shall be issued to Class Counsel at
20 the appropriate time in the amount of attorneys' fees and costs paid to Class Counsel.

21 63. Class Representative is Presumed a Settlement Class Member. The Class
22 Representative shall automatically be deemed a Settlement Class Member.

23 64. Eligibility of Settlement Class Member Settlement Payments. Settlement Class
24 Members, who are Settlement Class Members that have not timely and properly completed and
25 submitted the Opt-Out Form, shall be entitled to a Settlement Class Member Settlement Payment.
26 Class Members who timely and properly complete and submit the Opt-Out Form, shall still be
27 entitled to an Individual PAGA Settlement Payment.
28

1 65. Calculation of Settlement Class Member Settlement Amounts. The Class Action
2 Administrator will calculate pro rata settlement payments to Settlement Class Members from the
3 Net Settlement Amount based on each Settlement Class Member's Qualifying Work Weeks as
4 reflected on Defendant's internal records as set forth in this paragraph. The Parties agree that the
5 formulas for allocating the Settlement Class Member Settlement Amounts provided herein are
6 reasonable and that the Settlement Class Member Settlement Amounts provided herein are designed
7 to provide a fair settlement to the Class.

8 66. Defendants Not Responsible For Settlement Calculations. Defendants shall have no
9 responsibility for deciding the validity of any Individual Settlement Payment or any other payments
10 made pursuant to this Settlement, shall have no involvement in or responsibility for the
11 determination or payment of Employee Taxes, and shall have no liability for any errors made with
12 respect to such Employee Taxes.

13 67. Distribution of Settlement Class Member Settlement Payments. If and when the
14 Effective Date occurs, the Class Action Administrator shall prepare a final list of all Qualified
15 Settlement Class Members. For each Qualified Settlement Class Member on this list, the Class
16 Action Administrator will calculate the amounts due to each Qualified Settlement Class Member
17 and issue checks payable to each Qualified Settlement Class Members. The Parties herein agree
18 that RTSF will provide the total settlement amount in two (2) installments. The first installment
19 shall be no less than Two Hundred Eighteen Thousand Nine Hundred U.S. Dollars (\$218,900.00)
20 and deposited no later than two (2) months after Final Approval of the Settlement is ordered granted
21 by the Court. The remaining installment amount, which shall equal the Maximum Settlement
22 Amount less the amount paid with the first installment, but in no event shall be no more than Two
23 Hundred Eighteen Thousand Nine Hundred U.S. Dollars (\$218,900.00), shall be similarly
24 deposited with the Class Action Administrator in the calendar year following the date of the first
25 installment or within six (6) months of the date of the first installment, whichever is later, but in no
26 event later than March 31, 2024. The Class Action Administrator shall advise Defendants' Counsel
27 of the total funds necessary to pay the employer payroll taxes required by this Settlement no later
28 than seven (7) calendar days after the Effective Date of the Settlement and Defendant shall deposit

1 that additional amount with the Class Action Administrator no later than (15) calendar days from
2 the Effective Date. The Settlement Funds will be distributed after all funds are paid by RTSF.

3 68. Preliminary Court Approval of the Settlement. Within twenty (20) calendar days
4 following execution of this Settlement Agreement, Plaintiff shall be responsible for preparing and
5 filing a Motion for Preliminary Approval of the Settlement with the Court. Plaintiff will move the
6 Superior Court for an order granting Preliminary Approval of the Settlement, setting a date for the
7 Final Approval Hearing no earlier than seventy-five (75) days from the date of the order granting
8 Preliminary Approval of the Settlement, and approving the Class Notice (attached as Exhibit 1 to
9 this Stipulation) ("Motion for Preliminary Approval"). On the same day that Plaintiff files the
10 Motion for Preliminary Approval of the Settlement with the Court, Plaintiff will also submit this
11 Settlement Agreement to the LWDA. The hearing on the motion for Preliminary Approval of
12 Settlement shall be scheduled as soon as the matter may be heard. Any unresolved disagreement
13 among the Parties concerning the Class Notice or other documents necessary to implement the
14 Settlement will be referred first to Michael Loeb, and if no resolution is reached, then to the
15 Superior Court. At the hearing on the Motion for Preliminary Approval, the Parties anticipate that
16 they will jointly appear, support the granting of the Motion for Preliminary Approval, and obtain
17 an order granting Preliminary Approval, granting approval of the Class Notice, and setting a date
18 for the Final Approval Hearing no earlier than seventy-five (75) days from the date of the order
19 granting Preliminary Approval. Should the Superior Court require any amendments to this
20 Agreement or the Motion for Preliminary Approval, the Parties agree to work jointly to resolve any
21 issues in order to secure the Superior Court's preliminary approval. Should the Superior Court
22 decline to preliminarily approve any material aspects of the Settlement, the Settlement will be null
23 and void and the Parties will have no further obligations under it. In such event, the Parties shall
24 be returned to their respective statuses as of the date and time immediately prior to the execution
25 of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been
26 executed. Plaintiff will submit a copy of the Court's order on the Motion for Preliminary Approval
27 of the Settlement to the LWDA within ten (10) days after it is entered by the Court.

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1 69. Final Court Approval of the Settlement. Not later than sixteen (16) court days before
2 the Final Approval Hearing, the Plaintiff will file with the Superior Court a Motion for Final
3 Approval of the Settlement, including payment of the Settlement Administrator's Payment, and a
4 memorandum in support of their motion ("Motion for Final Approval"). Not later than sixteen (16)
5 court days before the Final Approval Hearing, Plaintiff and Class Counsel will serve on Defendant
6 and file with the Superior Court a Motion for Awards of the Class Representative Payment, Class
7 Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment, pursuant to this
8 Settlement, and memoranda in support of its motion. Plaintiff will seek fees pursuant to *Laffitte v.*
9 *Robert Half Intern. Inc.*,¹ Cal. 5th 480, 503 (2016). Not later than five (5) court days before the
10 Final Approval Hearing, the Parties shall be entitled to file and serve a response to any Class
11 Member's objection to the Settlement and/or reply in support of their Motion for Final Approval,
12 to the extent that any opposition to said Motion is filed. Plaintiff and Class Counsel may file a
13 reply in support of their Motion for Awards of the Class Representative Payment, Class Counsel
14 Fees Payment, and the Class Counsel Litigation Expenses Payment, to the extent that any
15 opposition to said Motion is filed. If the Superior Court ultimately does not grant final approval of
16 the Settlement or grants final approval conditioned on any material change to the Settlement that is
17 not agreed to by one of the Parties, then either Party will have the right to void the Settlement. If
18 the Settlement is voided in this manner, the Parties will have no further obligations under the
19 Settlement, including any obligation by Defendants to pay any amounts that otherwise would have
20 been payable under this Settlement, except that RTSF will pay the Settlement Administrator's
21 reasonable fees and expenses incurred as of the date that the Party exercises the right to void the
22 Settlement under this paragraph. Upon final approval of the Settlement by the Superior Court at or
23 after the Final Approval Hearing, the Parties will present for the Superior Court's approval and
24 entry a Proposed Final Order and Judgment. The entry of the Final Order and Judgment shall
25 permanently bar all Participating Class Members from prosecuting against Defendants any
26 Released Class Claims set forth in Paragraph 35 and any Released PAGA Claims set forth in
27 Paragraph 36. After entry of the Judgment, the Superior Court will have, and the Parties expressly
28 request that the Court retain, continuing jurisdiction over the Action and the Settlement solely for

1 purposes of (i) enforcing this Settlement, (ii) addressing settlement administration matters, and (iii)
2 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.
3 Plaintiff shall be responsible for preparing and filing a Motion for Final Approval of the Settlement
4 within twenty (20) days following the conclusion of the Opt-Out Period. Plaintiff shall also be
5 responsible for preparing and filing Class Counsel's application for attorney fees, reimbursement
6 of litigation costs and service enhancement payment. Prior to the Final Approval hearing by the
7 Court, the Parties will submit a proposed Final Order(s): (1) certifying the Class for settlement
8 purposes only; (2) finding the settlement fair, reasonable and in the best interests of the Settlement
9 Class Members; (3) approving Class Counsel's application for an award of attorneys' fees and
10 litigation costs; (4) approving the Class Representative's application for a Service Enhancement
11 Payment; (5) approving payment of Class Action Administration fees; and (6) entering judgment
12 in accordance with the Settlement. The Order for Final Approval of Settlement shall bar any further
13 actions by Settlement Class Members who have not timely and validly submitted Opt-Out Forms.
14 Plaintiff shall be responsible for submitting a copy of the Final Order to the LWDA within 10 days
15 of its entry by the Court.

16 70. Settlement Not A Judgment In Favor of Class Members. The Parties agree that the
17 dismissal and/or any judgment approving the Settlement is not a judgment in favor of any one or
18 any number of the Settlement Class Members, that any judgment entered is not providing for any
19 direct compensation of any one or any number of the Settlement Class Members but, rather, that it
20 simply approves and undertakes to monitor the execution of the settlement between the Parties.

21 71. Right to Revoke. Either Party has the right in its sole and exclusive discretion to
22 terminate and withdraw from the Settlement at any time prior to the Date of Final Approval if any
23 of the following occur: (1) the Settlement is construed in such a fashion that Defendant is required
24 to pay more than the Maximum Settlement Amount, except for its portion of required payroll taxes
25 and as set forth above; or (2) the Court does not certify the Settlement Class as described herein or
26 approve the releasing of all of the Settlement Class Member Released Claims and/or the Class
27 Representative Released Claims as defined herein or otherwise makes an order materially
28 inconsistent with any of the terms of this Settlement Agreement; or (3) the Court does not grant

1 preliminary or final approval of the Settlement. If, for any reason, the Settlement is not approved
2 by the Court or if a Party terminates and withdraws from the Settlement pursuant to this paragraph,
3 this Settlement Agreement and any related settlement documents shall be null and void and any
4 class certified for settlement purposes will be vacated. In such an event, neither the Settlement
5 Agreement, the settlement documents, nor the negotiations leading to the Settlement may be used
6 as evidence for any purpose, and Defendants shall retain the right to challenge all claims and
7 allegations in the action, to assert all applicable defenses and to dispute the propriety of class
8 certification on all applicable grounds. Additionally, in such event, the Class Representative shall
9 retain all rights to proceed with litigation, including moving the Court for an order certifying the
10 proposed classes. The terminating Party shall give to the other Party (through its counsel) written
11 notice of its decision to terminate no later than ten (10) business days after receiving notice that
12 one (1) of the above enumerated events has occurred. RTSF shall be responsible for paying any
13 costs to the Administrator due and owing for any work performed up to Defendants providing
14 notice of withdrawing from the Settlement.

15 72. Termination of Settlement Agreement. If the conditions of the Settlement set forth
16 in this Settlement Agreement are not satisfied, if either Party terminates and withdraws from the
17 Settlement, or if the Court does not enter judgment consistent with this Stipulation, if appellate
18 review is sought and on such review the Court's decision is materially modified or reversed if one
19 (1) or more of the terms of the Settlement is not approved or the Settlement with respect to one (1)
20 or more such terms is materially modified or reversed, this Settlement shall be canceled, terminated
21 and shall have no force or effect. If a Final Approval Order does not occur or if this Settlement is
22 terminated, revoked or canceled pursuant to its terms, the Parties to this Settlement shall be deemed
23 to have reverted to their respective status as of the date and time immediately prior to the execution
24 of this Settlement.

CLASS ACTION ADMINISTRATION

25
26 73. Selection and Compensation of Class Action Administrator. The Parties agree to
27 jointly utilize third-party Class Action Administrator, Class Action Claims Administration, Inc., to
28 give notice of and communicate with Settlement Class Members regarding the Settlement. If the

1 actual cost of Class Action Administration is more or less than the amount approved by the Court,
2 those funds shall be taken from or be added to the Net Settlement Amount for allocation to
3 Settlement Class Members. All costs associated with Class Action Administration shall come out
4 of the Maximum Settlement Amount.

5 74. Establishment and Funding of the Qualified Settlement Fund ("QSF"). The
6 Qualified Settlement Fund shall be established at a federally insured bank that is acceptable to
7 Defendant and the Class Action Administrator. The Parties agree that the Qualified Settlement
8 Fund is intended to be a "Qualified Settlement Fund" under section 468B of the Code and Treas.
9 Reg. § 1.468B-1, 26 C.F.R § 1.468B-1, et seq., and will be administered by the Class Action
10 Administrator as such. With respect to the Qualified Settlement Fund, the Class Action
11 Administrator shall: (1) open and administer a Settlement Account in such a manner as to qualify
12 and maintain the qualification of the Qualified Settlement Fund as a "Qualified Settlement Fund"
13 under Section 468B of the Code and Treas. Reg. § 1.468B-1; (2) calculate, withhold, remit and
14 report each Qualified Settlement Class Member's share of applicable payroll taxes (including,
15 without limitation, federal, state and local income tax withholding, FICA, Medicare and any state
16 or local employment taxes) and indemnify Defendant for any penalty arising out of any error or
17 incorrect calculation and/or interest with respect to any late deposit of the same; (3) calculate, notify
18 and obtain from Defendant and remit and report Defendant's share of applicable payroll taxes
19 (including, without limitation, federal, state and local income tax withholding, FICA, Medicare and
20 any state or local employment taxes); (4) satisfy all federal, state and local income and other tax
21 reporting, return and filing requirements with respect to the Qualified Settlement Fund and any
22 interest or other income earned by the Qualified Settlement Fund; and (5) satisfy out of the
23 Qualified Settlement Fund all (i) taxes (including any estimated taxes, interest or penalties) with
24 respect to the interest or other income earned by the Qualified Settlement Fund, if any, and (ii) fees,
25 expenses and costs incurred in connection with the opening and administration of the Qualified
26 Settlement Fund and the performance of its duties and functions as described in this Agreement.
27 The aforementioned taxes, fees, costs and expenses shall be treated as and included in the costs of
28 administering the Qualified Settlement Fund and as Class Action Administration Costs, with the

1 exception of the employer's mandated payroll taxes, which will be paid by Defendant outside of
2 the Maximum Settlement Amount. The Parties and the Class Action Administrator shall treat the
3 Qualified Settlement Fund as coming into existence as a Qualified Settlement Fund on the earliest
4 date permitted as set forth in 26 C.F.R § 1.468B-1(j)(2)(i) and such election statement shall be
5 attached to the appropriate returns as required by 26 C.F.R § 1.468B-1(j)(2)(ii). The Parties agree
6 to cooperate with the Class Action Administrator and one another to the extent reasonably
7 necessary to carry out the provisions of this Section.

8 75. Class Action Administration After Preliminary Approval. RTSF will provide the
9 following: (1) names, (2) last known address, (3) e-mail address (if any known to RTSF), (4) Social
10 Security number, (5) dates of employment, and (6) total Qualifying Work Weeks for Class
11 Members ("Class Data") to the Class Action Administrator only. RTSF will provide the Class Data
12 to the Class Action Administrator no later than thirty (30) calendar days after the Court grants
13 Preliminary Approval of the Settlement. Class Data shall be used by the Class Action
14 Administrator solely for the purpose of calculating settlement shares, notifying the Settlement Class
15 Members of the Settlement and tax reporting. The names, last known address, e-mail address,
16 Social Security numbers and dates of employment for members of the Class shall not be disclosed
17 to Class Counsel, the Plaintiff, other Settlement Class Members or any other third party, including
18 agents and subcontractors, without RTSF's prior written consent. The Class Action Administrator
19 shall run the Class Data list through the National Change of Address database and will use the most
20 recent address for each Settlement Class Member — either from RTSF's records or the National
21 Change of Address database — when mailing the Class Notice. The Class Action Administrator
22 shall also take reasonable steps to locate any Settlement Class Member whose Class Notice is
23 returned as undeliverable.

24 76. Class Action Administration After The Opt-Out Period. Within seven (7) calendar
25 days following the close of the Opt-Out Period, the Class Action Administrator shall notify Class
26 Counsel and Defendants' Counsel in writing of: (1) the number of timely completed and properly
27 submitted Opt-Out Forms and (2) the name(s) of the Settlement Class Member(s) who submitted
28 the Opt-Out Form(s). The Class Action Administrator will determine which Settlement Class

1 Members did not timely and properly complete an Opt-Out Form. The Class Action Administrator
2 will then calculate the amount of the payment to each member of the Settlement Class Members in
3 accordance with this Stipulation. The Class Action Administrator is responsible for issuing the
4 payments and withholding all required state and federal taxes in accordance with this Settlement
5 Agreement. The Class Action Administrator shall be responsible for all W-2s, IRS Form 1099s,
6 any other applicable tax forms, notices, mailings, secondary mailings if any, claims administration
7 and making any and all payments to Settlement Class Members in accordance with this Settlement
8 Agreement.

9 77. Inspection of Opt-Out Forms. The Class Action Administrator shall make the
10 completed Opt-Out Forms, if any, available for inspection to counsel for the respective Parties prior
11 to the Date of Final Approval of this Settlement and the dismissal of the Lawsuit. Any and all
12 disputes regarding the Class Action Administrator's performance of its duties shall be referred to
13 the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of
14 this Stipulation until all payments and obligations contemplated by this Settlement Agreement have
15 been fully carried out. The Parties have the right to monitor and review administration of the
16 Settlement Agreement to verify that the monies allocated to the Qualified Settlement Class
17 Members are distributed in a correct amount and only to those who did not submit timely and
18 properly completed and submitted Opt-Out Forms.

19 **NOTICE TO THE SETTLEMENT CLASS AND THE OPT OUT PROCESS**

20 78. Class Notice. Within seven (7) calendar days of receiving the Class Data, the Class
21 Action Administrator shall send via United States First Class Mail the Court-approved Class Notice
22 of the Class Action Settlement and the Court-approved Opt-Out Form in a form substantially
23 similar to that attached hereto as Exhibits 1 and 2. The Class Notice will include, among other
24 information: (1) information regarding the Lawsuit; (2) the impact on the rights of the Settlement
25 Class Members if they do not opt-out; (3) information to the Settlement Class Members regarding
26 how to opt-out of the Class including an Opt-Out Form in the form agreed to by Class Counsel and
27 Defendant's Counsel and approved by the Court; (4) information to the Settlement Class Members
28 regarding how to object to the settlement; (5) the particular Settlement Class Member's specific

1 number of Qualifying Workweeks; (6) the amount of Class Counsel's requested attorneys' fees and
2 costs; (7) the amount of Plaintiff's requested Service Enhancement Award; (8) the amount to be
3 paid to the LWDA; and (9) the administration fees to be paid to Class Action Administrator.

4 79. Returned Settlement Class Member Notice. For each Settlement Class Member
5 whose Notice is returned, there will be one skip trace by the Class Action Administrator, via an
6 approved method, using a Social Security number, which shall be provided by Defendant. One (1)
7 supplemental Notice may be mailed to each Settlement Class Member whose Notice is returned as
8 undeliverable to the Class Action Administrator within five (5) business days of the Class Action
9 Administrator receiving notice that the mail was undeliverable. Settlement Class Members to whom
10 Notice Packets are resent after having been returned undeliverable to the Claims Administrator
11 shall have an additional fourteen (14) calendar days from the date of re-mailing or until the
12 Response Deadline has expired, whichever is later, to mail the Request for Exclusion or a Notice
13 of Objection. Any requests by the Class Action Administrator for documents or information from
14 Defendant must be responded to within a reasonable amount of time by Class Counsel and counsel
15 for Defendant. It is the intent of the Parties that reasonable means be used to locate the Settlement
16 Class Member and apprise them of their rights.

17 80. Opt-Out Period. Subject to Court approval, the Settlement Class Members shall
18 have sixty (60) calendar days (referred to hereafter as the "Opt-Out Period") from the date that the
19 Class Action Administrator mails the Notice to them to postmark the Opt-Out Form which must be
20 signed by the Settlement Class Member or his or her authorized representative and returned by mail
21 to the Class Action Administrator. Settlement Class Members to whom Notice Packets are resent
22 after having been returned undeliverable to the Claims Administrator shall have an additional
23 fourteen (14) calendar days from the date of re-mailing or until the Response Deadline has expired,
24 whichever is later, to mail the Opt-Out Form. Opt-Out Forms postmarked after the close of the Opt-
25 Out Period will not be honored. Additional time may be provided to a member of the Settlement
26 Class to complete an Opt-Out Form upon a showing of good cause as determined by the Court. All
27 Parties and their counsel will not encourage any Settlement Class Members to complete and submit
28 an Opt-Out Form.

1 81. Deficient Opt-Out Forms. If a Settlement Class Member submits a Deficient Opt-
2 Out Form, the Class Action Administrator shall notify the Settlement Class Member of the
3 deficiency within five (5) business days of receipt. The Settlement Class Member shall have until
4 five (5) calendar days following the receipt of such notification to cure said deficiencies at which
5 point his or her Opt-Out Form will be rejected if not received.

6 82. Challenges to Settlement Class Member's Employment Data. Settlement Class
7 Members will have the opportunity during the sixty (60) day response period, should they disagree
8 with RTSF's records regarding their days worked during the Class Period, to provide
9 documentation and/or an explanation to show contrary days worked. In calculating each individual
10 Settlement Class Member's share of the settlement, RTSF's records regarding the employment
11 tenure of Settlement Class Members shall be presumed to be correct. Settlement Class Members
12 who challenge RTSF's records must submit a challenge in writing to the Class Action Administrator
13 and will bear the burden of proof, i.e., a Settlement Class Member who fails to provide written
14 documentation supporting a different number of Qualifying Workweeks will have his or her
15 challenge denied. RTSF will investigate the challenge and determine whether any correction to the
16 number of Qualifying Paid Days for the Settlement Class Member making the challenge should be
17 made. In no case, will a challenge to the number of Qualifying Work Weeks result in a payment
18 by Defendants in excess of the Maximum Settlement Amount.

19 83. Releases. As of the Effective Date, all Settlement Class Members, including
20 Plaintiff, who do not opt out of the Settlement, will be deemed to have fully, finally and forever
21 released, settled, compromised, relinquished, and discharged the Released Parties from the
22 Released Class Claims for the period of March 23, 2018 through the Date of Preliminary Approval
23 of the Stipulation and December 29, 2020 through the Date of Preliminary Approval of the
24 Stipulation for the Released PAGA Claims. The Class Representative is also subject to the Class
25 Representative Released Claims as defined in this Settlement.

26 84. Objections to Settlement. The Settlement Class Members shall be given the
27 opportunity to object to the terms of the Stipulation and/or requests for Class Counsel's attorneys'
28 fees and costs, Plaintiff's Enhancement Payment and to participate at the final fairness and approval

1 hearing in accordance with the instructions set forth in the Notice. The Notice Packet shall state
2 that Settlement Class Members who wish to remain Class Members, but desire to object to the
3 Settlement must not submit a Request for Exclusion and must submit a written statement of
4 objection ("Notice of Objection") by the Response Deadline to the Claims Administrator. The
5 Notice of Objection must be signed by the Settlement Class Member or an authorized representative
6 and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the
7 Settlement Class Member; and, (3) whether the Settlement Class Member intends to appear at the
8 Final Approval Hearing. The Notice of Objection must be postmarked by the Response Deadline
9 and returned to the Claims Administrator at the specified address. Settlement Class Members whose
10 Notice Packet, have been re-mailed, shall have an additional fourteen (14) calendar days from the
11 re-mailing or until the Response Deadline has expired, whichever is later, to submit a Notice of
12 Objection." Within five (5) days of receiving a notice of objection from a Settlement Class
13 Member, the Claims Administrator shall forward the notice of objection to Class Counsel and
14 Defense Counsel. The Parties will thereafter lodge the Settlement Class Member's Notice of
15 Objection with the Court. Settlement Class Members, regardless of whether or not they submit a
16 timely Notice of Objection, will have a right to appear at the Final Approval Hearing, with or
17 without an attorney, in order to have their objections heard by the Court.

18 85. Response to Objections. The Parties may file a response to any objections submitted
19 by objecting Settlement Class Members no later seven (7) calendar days before the Court's Final
20 Approval Hearing of the Settlement.

21 **CIRCULAR 230 DISCLAIMER**

22 86. Each of the Parties acknowledges and agrees that: (1) no provision of this Settlement
23 Agreement and no written communication or disclosure between or among the Parties or their
24 Counsel and other advisers is or was intended to be, nor shall any such communication or disclosure
25 constitute or be construed or be, relied upon as, tax advice within the meaning of United States
26 Treasury Circular 230 (31 C.F.R. Part 10, as amended); (2) each Party (a) has relied exclusively
27 upon his, her, or its own independent legal and tax advisors for advice (including tax advice) in
28 connection with this Agreement, (b) has not entered into this Agreement based upon the

1 recommendation of any other Party or any Counsel or advisor to any other Party and (c) is not
2 entitled to rely upon any communication or disclosure by any other Counsel or advisor to any other
3 Party to avoid any tax penalty that may be imposed on that Party; and (3) no attorney or advisor to
4 any other Party has imposed any limitation that protects the confidentiality of any such attorney's
5 or advisor's tax strategies (regardless of whether such limitation is legally binding) upon disclosure
6 by the Party of the tax treatment or tax structure of any transaction, including any transaction
7 contemplated by this Agreement.

8 **MISCELLANEOUS PROVISIONS**

9 87. Drafting. The Parties hereto agree that the terms and conditions of this Settlement
10 Agreement are the result of negotiations between the Parties and that neither Party shall be
11 considered the "drafter" of this Stipulation of Settlement for purposes of having terms construed
12 against that Party.

13 88. Class Information Confidential. The names, addresses, e-mails, and telephone
14 information, Social Security numbers, and employment periods of Settlement Class Members and
15 their estimated and actual settlement payments shall be kept strictly confidential by the Class Action
16 Administrator who will not release such information to Class Counsel and will provide such
17 information to the Court only under seal and only if so ordered by the Court. Class Counsel agrees
18 that any information or documents they receive or have received in connection with this Settlement
19 may be used for this Action only and may not be used for any purpose or in any other action or
20 proceeding.

21 89. Uncashed Settlement Checks. Any settlement checks that remain uncashed ninety
22 (90) or more calendar days after issuance by the Class Action Administrator shall be voided. The
23 entire amount of each Settlement Class Members' uncashed settlement check(s) shall be transmitted
24 to the California Department of Industrial Relations, to be placed in its Unclaimed Wage Fund, or
25 to an agreed-upon *cy pres* recipient.

26 90. Cooperation. The Parties agree to cooperate fully with one another to accomplish
27 and implement the terms of this Settlement. The Parties to this Agreement shall use their best
28 efforts, including all efforts contemplated by this Agreement and any other efforts that may become

1 necessary by Court order, or otherwise, to effectuate this Settlement Agreement and the terms set
2 forth herein. The Parties agree that they will cooperate and use their best efforts to promptly draft,
3 finalize and execute the settlement documents. In addition, Plaintiff understands that if this
4 Agreement were not signed, she would have the right to voluntarily assist other individuals or
5 entities in bringing or pursuing claims against Defendants. Plaintiff further understands and agrees
6 that she waives such rights and shall not aid or assist others in their pursuit (or continued pursuit)
7 of claims against Defendants. If Plaintiff is required to provide such assistance pursuant to a
8 subpoena or court order, or Plaintiff's assistance is sought by a federal, state or local governmental
9 entity, she shall promptly give oral and written notice to Defendants of any such requirements or
10 governmental requests to secure her cooperation or assistance in connection with any other present
11 or former employee's claims against Defendants, including sending a copy of any subpoena or order
12 to Defendants' counsel of record within five (5) days of its receipt by or service on Plaintiff.

13 91. No Retaliation. Defendants understand their legal obligation not to retaliate against
14 Qualified Settlement Class Members for their participation and/or election to participate in the
15 benefits to be afforded any of them by the Settlement.

16 92. Non-Disparagement. Plaintiff agrees that she will not in any way disparage the
17 name or reputation of Defendants, including: (1) she agrees not to make any derogatory or negative
18 remarks about Defendants or their divisions, parents, subsidiaries, parents' subsidiaries, affiliates,
19 shareholders, partners, limited partners and successors and (2) not to make any remarks about any
20 disputes she has had with Defendants or their divisions, parents, subsidiaries, parents' subsidiaries,
21 affiliates, shareholders, partners, limited partners and successors. Additionally, Plaintiff agrees that
22 she will not in any way disparage the name or reputation of Defendants and will not to make any
23 derogatory or negative remarks to current or former employees of Defendants. Provided, however,
24 that nothing in this paragraph shall be construed to limit Plaintiff's right to disclose information
25 protected by sections 1001 and 1002 of the Code of Civil Procedure.

26 93. Extensions of Time. If either Party cannot reasonably comply with an obligation
27 under this Settlement Agreement by the deadline set forth herein applicable to that obligation, that
28

1 Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent
2 to such a request for an extension will not be unreasonably withheld by the other Party or the Court.

3 94. No Impact on Benefit Plans. Neither the Settlement nor any amounts paid under the
4 Settlement will modify any previously credited hours or service under any employee benefit plan,
5 policy or bonus program sponsored by RTSF. Such amounts will not form the basis for additional
6 contributions to, benefits under or any other monetary entitlement under RTSF-sponsored benefit
7 plans, policies, or bonus programs. The payments made under the terms of this Stipulation shall
8 not be applied retroactively, currently or on a going forward basis as salary, earnings, wages or any
9 other form of compensation for the purposes of RTSF's benefit plan, policy or bonus program.
10 RTSF retains the right to modify the language of its benefit plans, policies and bonus programs to
11 effectuate this intent and to make clear that any amounts paid pursuant to this Settlement are not
12 for "hours worked," "hours paid," "hours of service" or any similar measuring term as defined by
13 applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual
14 or any other purpose and that additional contributions or benefits are not required by this Stipulation
15 of Settlement.

16 95. Notices. Unless otherwise specifically provided herein, all notices, demands or
17 other communications given hereunder shall be in writing and shall be deemed to have been duly
18 given as of the third business day after mailing by United States certified mail, return receipt
19 requested, addressed as follows:

20 To the Plaintiff Class:

21 Patrick R. Co.
22 pco@colawfirmsf.com
23 **The Co Law Firm**
24 201 Spear Street, Suite 1110
25 San Francisco, CA 94105

26 G. Martin Velez
27 martinvelez@comcast.net
28 **Law Office of G. Martin Velez**
3558 Round Barn Boulevard, Suite 200
Santa Rosa, CA 95403

1 To the Defendants:

2 Jonathan McNeil Wong
3 jmwong@donahue.com
4 Melanie Y. Kim
5 mkim@donahue.com
6 **Donahue Fitzgerald LLP**
7 1999 Harrison Street, 26th Floor
8 Oakland, CA 94612

9 96. Modification. This Agreement may not be changed, altered or modified except in
10 writing signed by counsel for the Parties hereto and approved by the Court. This Agreement may
11 not be discharged except by performance in accordance with its terms or by a writing signed by the
12 Parties hereto. This Stipulation shall be binding upon and inure to the benefit of the Parties hereto
13 and their respective heirs, trustees, executors, administrators, successors and assigns.

14 97. Governing Law. The rights and obligations of the parties hereunder shall be
15 construed and enforced in accordance with, and shall be governed by, the laws of the State of
16 California without regard to principles of conflict of laws.

17 98. Curing Provision Held Invalid. If any provision of this Stipulation of Settlement or
18 the application thereof is held invalid, the Parties shall meet and confer in an attempt to modify the
19 Settlement so that such invalidation shall not affect other provisions or applications of this
20 Stipulation of Settlement.

21 99. Counterparts. Because the members of the Class are numerous, the Parties agree
22 that it is impossible or impractical to have each Settlement Class Member sign this Stipulation. It
23 is agreed that, for purposes of seeking Court approval of the Settlement, this Stipulation of
24 Settlement may be executed on behalf of the proposed Class by Plaintiff. This Settlement
25 Agreement shall become effective upon its execution by all of the undersigned. The Parties may
26 execute this Settlement Agreement in any number of counterparts and a facsimile signature shall
27 have the same force and effect as an original.

28 100. Authority. Each attorney signing below represents that he or she has been
authorized to execute this Stipulation of Settlement on behalf of the attorney's respective client(s).

101. Retention of Court Jurisdiction. The Parties agree that upon the occurrence of the
Effective Date, this Agreement shall be enforceable by the Court and the Court shall retain

1 jurisdiction over the Parties and the Settlement Class Members to enforce the terms, conditions and
2 obligations of the Agreement. The parties request that the Court agree to retain jurisdiction for this
3 purpose.

4 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and
5 their duly authorized attorneys, as of the latest date hereinafter set forth.

6
7 Dated: 6/2/2023, 2023

DocuSigned by:
Socorro Mata Cruz
E0B42FD103F94A1...
By: _____
Socorro Mata Cruz, Plaintiff

8
9 Dated: 6/2/2023, 2023

THE CO LAW FIRM

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13
14
15
16 Dated: 6/2/2023, 2023

DocuSigned by:
Patrick R. Co
E0B2736004624B3...
By: _____
Patrick R. Co
Attorneys for Plaintiff
SOCORRO MATA CRUZ, On Behalf Of
Herself And On Behalf Of All Other
Persons Similarly Situated, And On Behalf
Of Herself, The Labor Workforce
Development Agency, And Similarly
Situating Aggrieved Current And Former
Employees

LAW OFFICE OF G. MARTIN VELEZ

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22
23
24 Dated: _____, 2023

DocuSigned by:
Martin Velez
60826F5001AE4AE...
By: _____
G. Martin Velez
Attorneys for Plaintiff
SOCORRO MATA CRUZ, On Behalf Of
Herself And On Behalf Of All Other
Persons Similarly Situated, And On Behalf
Of Herself, The Labor Workforce
Development Agency, And Similarly
Situating Aggrieved Current And Former
Employees

RTSF PETRO VENTURES, INC.

25
26 By: _____
Raymond Yu, CEO
Defendant
RTSF PETRO VENTURES, INC.

1 jurisdiction over the Parties and the Settlement Class Members to enforce the terms, conditions and
2 obligations of the Agreement. The parties request that the Court agree to retain jurisdiction for this
3 purpose.

4 IN WITNESS WHEREOF, this Stipulation of Settlement is executed by the Parties and
5 their duly authorized attorneys, as of the latest date hereinafter set forth.

6
7 Dated: _____, 2023

By: _____
Socorro Mata Cruz, Plaintiff

8
9 Dated: _____, 2023

THE CO LAW FIRM

10

11

By: _____
Patrick R. Co
Attorneys for Plaintiff
SOCORRO MATA CRUZ, On Behalf Of
Herself And On Behalf Of All Other
Persons Similarly Situated, And On Behalf
Of Herself, The Labor Workforce
Development Agency, And Similarly
Situating Aggrieved Current And Former
Employees

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Dated: _____, 2023

LAW OFFICE OF G. MARTIN VELEZ

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19

By: _____
G. Martin Velez
Attorneys for Plaintiff
SOCORRO MATA CRUZ, On Behalf Of
Herself And On Behalf Of All Other
Persons Similarly Situated, And On Behalf
Of Herself, The Labor Workforce
Development Agency, And Similarly
Situating Aggrieved Current And Former
Employees

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Dated: May 25, 2023, 2023

RTSF PETRO VENTURES, INC.

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By:  _____
Raymond Yu, CEO
Defendant
RTSF PETRO VENTURES, INC.

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Dated: May 25, 2023, 2023

DocuSigned by:
By: Raymond Yu
91CF202E404C4A2
Raymond Yu, Defendant

Dated: May 25, 2023, 2023

DocuSigned by:
By: Tim Yu
42C908CDD61C446
Tim Yu, Defendant

Dated: June 5, 2023, 2023

DONAHUE FITZGERALD LLP

DocuSigned by:
By: [Signature]
8C36AF98CF96433
Jonathan McNeil Wong
Attorneys for Defendants
RTSF PETRO VENTURES, INC.;
RAYMOND YU; AND TIM YU

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

THIS IS AN IMPORTANT COURT-APPROVED NOTICE.
READ CAREFULLY.

*Socorro Mata Cruz v. RTSF Petro Ventures, Inc.,
doing business as Superstation Car Wash, et al.*

Contra Costa Superior Court
Case No. C22-00538

If you worked for RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, as an hourly car washer and/or car detailer in California at any time from March 23, 2018 to [DATE OF PRELIMINARY APPROVAL], a settlement of a class action lawsuit may affect your rights.

This is a court-authorized notice. It is not a solicitation from a lawyer.

- A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Socorro Mata Cruz v. RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu*, Contra Costa County Superior Court Case Number C22-00538 (the “Lawsuit”). The purpose of this Notice of Class Action Settlement (“Notice”) is to briefly describe the Lawsuit, and to inform you of your rights and options in connection with the Lawsuit and the proposed settlement.
- The Court has preliminarily approved a class action settlement with Defendants *RTSF Petro Ventures, Inc., doing business as Superstation Car Wash, Raymond Wu, and Tim Yu* (“Super Station” or “Defendants”), which will affect all current and former non-exempt Car Washers and Car Detailers employed by Super Station Car Wash, located at 627 Contra Costa Boulevard, Concord, California 94523 (also referred to as 627 Contra Costa Boulevard, Pleasant Hill, California 94523) and Super Station Car Wash & Lube located at 43601 S. Grimmer Boulevard, Fremont, California 94538 at any time between March 23, 2018 through [DATE OF PRELIMINARY APPROVAL] (the “Class”).
- If the Court grants final approval of the Settlement, there may be money available to you.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT

**PARTICIPATE IN
THE SETTLEMENT
– NO ACTION
REQUIRED**

Stay in this Lawsuit. Receive a payment. Cannot pursue your own lawsuit. By doing nothing, you become part of the Class and will collect a settlement award as detailed below. But you will not be able to bring your own lawsuit against Super Station for wage-and-hour violations that relate to the claims brought in this Lawsuit.

<p>OBJECT TO THE SETTLEMENT</p>	<p>Stay in this Lawsuit. Receive a payment. Object. Cannot pursue your own lawsuit. To object to the Settlement, you must write to the Settlement Administrator about why you do not like the settlement. You will remain a member of the Class, and if the Court approves the Settlement, you will be bound by the terms of the settlement in the same way as Class Members who do not object.</p>
<p>ASK TO BE EXCLUDED</p>	<p>Get out of this Lawsuit. Receive a smaller or no payment from it. Keep your right to pursue your own lawsuit for damages. If you ask to be excluded from the Settlement, you keep your right to sue Super Station separately about the legal claims in this Lawsuit, except as to the claim under the California Private Attorneys General Act (“PAGA”). If you choose this option, you must exclude yourself, in writing, from the Settlement by timely completing and submitting the Opt-Out Form. As a result, you may receive no payment at all. At most, you will receive a very small payment for resolution of the PAGA claim if you are a member of the PAGA Group, which is a subset of the Class.</p>

- Regardless of the option you choose, you will not be retaliated against for exercising your rights. To object to the Settlement or to ask to be excluded, you must act before [DATE].
- **Any questions?** Read on or contact the Settlement Administrator listed below at 1 (775) 378-5458.

BASIC INFORMATION

1. Why did I get this notice?

You have received this notice because Super Station’s records show that you worked for Super Station as a non-exempt Car Washer and/or Car Detailer at some point between March 23, 2018 and [DATE OF PRELIMINARY APPROVAL].

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable. Any final determination of those issues will be made at the final hearing. You have legal rights and options that you may exercise as part of this settlement.

The Court has not made any decision on the claims or defenses. The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Super Station that Ms. Mata Cruz’s claims have merit or that Super Station has any liability to Plaintiff or the Class on those claims.

2. What is this lawsuit about?

On March 23, 2022, Plaintiff Socorro Mata Cruz (“Plaintiff”) filed a Class Action and Representative Action Complaint against Super Station in the Lawsuit on behalf of herself and the Class. Plaintiff’s Complaint alleged causes of action for: (1) failure to provide meal periods, (2) failure to provide rest periods, (3) failure to pay wages, (4) failure to pay reporting time wages, (5) failure to provide accurate wage statements, (6) violation of the California Business and Professions Code, and (7) violation of the California Private Attorneys General Act. You can read Plaintiff’s allegations as stated in the Complaint, which is available at [\[settlement administrator website\]](#).

On July 12, 2022, Defendants Super Station filed and served an Answer to Plaintiff’s Complaint, denying all material allegations of the Complaint and asserting affirmative defenses. These include denying that the Plaintiff and Class Members are entitled to any of the penalties, damages, interest, injunctions, or any other relief alleged in the Complaint, and further denying that the Action can be certified as a class action. You can read Defendants’ Answer, which is available at [\[settlement administrator website\]](#).

In order to resolve the dispute between them and to avoid the risks, burdens, and expense of continued litigation, the parties have entered into a Joint Stipulation of Settlement, which has been given preliminary approval by the Court.

3. What is a class action and who is involved?

In a class action lawsuit such as this, a person called the “Class Representative” sues on behalf of other people who may have similar claims. The people together are a “Class” or “Class Members.” The person who is the Class Representative is also called the plaintiff. The companies sued are called the defendants. In class action litigation, one court resolves the issues for everyone in the Class in one lawsuit, *except* for those people who choose to exclude themselves from the Class.

This lawsuit also includes a “Private Attorney General” (“PAGA”) claim where the Plaintiff is attempting to recover penalties for the State of California. In a PAGA action, the State receives 75% of the civil penalties, while employees receive 25%. This settlement will resolve all claims by the State for civil penalties arising from claims made by Plaintiff in the Lawsuit during the period of December 29, 2020 to [\[DATE OF PRELIMINARY APPROVAL\]](#) and non-exempt Car Washers and Car Detailers covered by the Lawsuit will be barred from bringing another lawsuit on behalf of the State for such penalties.

4. Why is this Lawsuit a class action?

For settlement purposes only, Plaintiff and Super Station agreed that this case can proceed as a class action and to ask the Court to approve the settlement for the Class. The Court has not ruled on the merits of the case, and the decision to certify Class for settlement purposes should not be viewed as a prediction or agreement that Plaintiff or the Class would ultimately prevail on the merits of the action.

5. What are the terms of the proposed Settlement?

Subject to final Court approval, the major terms of the Settlement are as follows:

1. Super Station has agreed to pay \$437,800.00 to settle the claims made in this lawsuit. This amount is also known as the “Gross Settlement Amount”.
2. Plaintiff has agreed to release all of her claims in this lawsuit against Super Station.
3. **Class Settlement Payments:** Plaintiff seeks the following deductions from the \$437,800.00 Gross Settlement Amount:
 - a. Up to one-third (1/3) of the Gross Settlement Amount (currently equal to \$145,933.00) for Ms. Mata Cruz’s attorneys’ fees.
 - b. Up to \$9,811.79 for reimbursement of Ms. Mata Cruz’s attorneys’ litigation costs.
 - c. A payment of up to \$10,000.00 to Ms. Mata Cruz for filing the Lawsuit, performing work in connection with the Lawsuit, and undertaking the risks of filing the Lawsuit.
 - d. Up to \$8,414.00 to cover the costs of the Settlement Administrator.
 - e. Payment of \$15,000.00 for PAGA Penalties payable to the Labor & Workforce Development Agency, which represents 75 percent of the civil penalties recovered under PAGA.
4. **Class Settlement Payments Made in Two Equal Installments:** Super Station shall pay \$437,800.00 to the Settlement Administrator in two installments. The first installment shall be no less than \$218,900.00 and deposited with the Settlement Administrator no later than two (2) months after Final Approval of the Settlement is ordered granted by the Court. The second installment, which shall equal the Gross Settlement Amount less the amount paid with the first installment, but in no event shall be no more than \$218,900.00, shall be deposited with the Settlement Administrator in the calendar year following the date of the first installment or within six months of the date of the first installment, whichever is later, but in no event later than March 31, 2024.

If the Court approves the requested deductions, there will be approximately \$248,641.21 remaining to be distributed. These remaining funds will be referred to as the “Net Settlement Amount.” Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount. The Net Settlement Amount will be distributed to Class Members who do not request exclusion (the “Settlement Class Members”) on a pro rata basis according to the number of weeks they worked during the Class Period.

PAGA Settlement Payments. A portion of the Gross Settlement Amount in the amount of \$5,000.00 will be set aside for Class Members who worked for Super Station in California at some point between December 29, 2020 and [DATE OF PRELIMINARY APPROVAL] (“PAGA Group”). If you are a member of the PAGA Group, you will receive a pro rata share of

the PAGA Group Payment, regardless of whether you opt out of the settlement. You will not be able to pursue any claim on behalf of the State for such penalties.

Settlement Payments Generally. Any settlement checks that remain uncashed ninety (90) or more calendar days after issuance by the Class Action Administrator shall be voided. The entire amount of each Settlement Class Member's uncashed settlement check(s) shall be transmitted to the California Department of Industrial Relations, to be placed in its Unclaimed Wage Fund, or to an agreed-upon *cy pres* recipient.

Your estimated settlement payment is listed in Section 8 of this Notice. Applicable taxes will be withheld from your payment.

WHO IS IN THE CLASS?

6. Am I part of this Class?

The "Class" includes: All non-exempt current and former Car Washers and Car Detailers who worked for Super Station at any time between March 23, 2018 through [DATE OF PRELIMINARY APPROVAL] (the "Class Period").

7. I'm still not sure if I am included.

If you still are not sure whether you are included in the Class, you can get free help by contacting Class Action Claims Administrator, Inc. (the "Settlement Administrator") at the designated phone number for this matter at (775) 378-5458 or by calling or writing the lawyers representing the Class in this case ("Class Counsel"), at the phone number or address listed in Section 19.

8. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Super Station, the total number of weeks you worked for Super Station as a non-exempt Car Washer and/or Car Detailer during the Class Period is _____.

Based on information provided above and anticipated court-approved deductions, your share of the settlement is estimated to be \$_____, less applicable taxes and withholdings. One third of your share shall be for wages, with an IRS Tax Form W-2 issued. Two thirds of your share shall be for penalties, including PAGA penalties, and interest, with an IRS Tax Form 1099 issued.

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 16, below, of any changes to your mailing address for timely payment.

Disputing Your Payment Amount

If you believe your total weeks worked during the Class Period shown above are not correct, you may send a letter to the Settlement Administrator indicating what you believe is correct by no later than [DATE]. You should also send any documents or other information that supports your

belief. Super Station will investigate your challenge and determine whether any correction to the number of weeks worked should be made.

9. What rights am I releasing if I participate in the Settlement?

If the Court grants final approval of the Settlement and you do not opt out of the Settlement, you will be deemed to have released RTSF Petro Ventures, Inc., doing business as Super Station Car Wash, Raymond Yu, and Tim Yu, and each of their past, present and/or former predecessors, successors, parents, subsidiaries, officers, directors, shareholders, members, managers, employees, and agents (“Released Parties”) from all claims and causes of action alleged or that could have been alleged based on the allegations set forth in the Complaint, including but not limited to (1) any claims for unpaid wages, (2) any claims for failure to comply with the employee itemized wage statements provisions under California Labor Code section 226, (3) any claims for failure to keep accurate payroll records under California Labor Code section 1174, (4) any claims for failure to provide or make available meal and rest periods as required under California Labor Code sections 226.7 and 512 and IWC Wage Orders; and (5) any claims under the California Business and Professions Code section 17200 *et seq.* All Settlement Class Members shall be bound by the Settlement Class Released Claims, unless they formally opt out. Further details of the release are available on the Settlement Administrator’s website.

Additionally, if you worked during the period of December 29, 2020 through [DATE], you are a PAGA Group Member and you will also release the right to bring a claim for civil penalties on behalf of the State (and other employees) based on the same facts or theories as the Settlement Class Released Claims, which arose during the PAGA Period, even if you have formally opted out of being a Settlement Class Member.

10. How do I object to the settlement?

If you are a Class Member and would like to object to the Settlement, you must not submit a request for exclusion (*i.e.*, must not opt-out). In order to object, you may mail a written objection to the Settlement Administrator at the address in Section 16 below. To be valid, your objection must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) state the grounds for the objection; (3) be signed by you; and (4) indicate whether you intend to appear at the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection. Your written objection to the Settlement Administrator must be postmarked on or before [DATE]. You may appear in person at the final fairness and approval hearing to present any oral objections even if you do not submit a timely written objection.

11. Why would I ask to be excluded?

You have the right to exclude yourself from the Class (and the class settlement). If you exclude yourself from the Class—sometimes called “opting-out” of the Class—you won’t get any money or benefits from the class settlement. However, you may then be able to sue or continue to sue Super Station for your own claims if permitted by law. If you exclude yourself, you will not be legally bound by the Court’s ruling in this Lawsuit, except for the release by PAGA Group

Members, as explained above. Whether or not you submit an Opt-Out Form, you will still receive a small PAGA Group Payment if you are determined to be a part of the PAGA Group.

12. How do I ask to be excluded from the Class?

If you are a Class Member and would like to exclude yourself from the Class (“opt-out”), you, or your authorized representative, need(s) to submit the Opt-Out Form requesting exclusion from the Class to the Settlement Administrator at the address in Section 16 below. The Opt-Out Form must be signed and dated by you or your authorized representative and must be postmarked on or before [DATE]. To be valid, the Opt-Out Form must: (1) state your full name, address, and telephone number and the last four digits of your Social Security Number; (2) contain a clear statement that you are requesting to opt out of, or be excluded from, the Settlement in the *Mata Cruz v. RTSF Petro Ventures, Inc., et al.* action; and (3) be signed by you.

Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment on the Settlement. Class Members who fail to submit a valid and timely Opt-Out Form will be bound by all terms of the Settlement and any ruling from the Court to give final approval of the Settlement. But Class Members cannot opt-out of releasing PAGA claims, as those claims belong to the State of California and Plaintiff has agreed to release those claims by acting as a proxy for the State.

THE LAWYERS REPRESENTING YOU

13. Who are the attorneys representing the Parties?

Lawyers for the Class

Patrick R. Co
THE CO LAW FIRM
201 Spear Street, Suite 1100
San Francisco, CA 94105
t: 415.426.3553 f: 415.477.4032
pco@colawfirmsf.com

G. Martin Velez
LAW OFFICE OF G. MARTIN VELEZ
3558 Round Barn Boulevard, Suite 200
Santa Rosa, CA 95403
t: 415.342.4125 f: 415.532.2492
martinvelez@comcast.net

Lawyers for Super Station

Jonathan McNeil Wong
Melanie Youngseo Kim
DONAHUE FITZGERALD
1999 Harrison Street, 26th Floor
Oakland, CA 94612-3520
t: 510.451.3300 f: 510.451.1527
jmwong@donahue.com
mkim@donahue.com

14. How will the lawyers be paid?

The Court has preliminarily decided that Patrick R. Co and G. Martin Velez are qualified to represent you and all Class Members.

As part of the Settlement with Super Station, Class Counsel has requested one-third of the Gross Settlement Amount (currently equal to \$145,933.00) in attorneys' fees, plus costs not to exceed \$9,811.79, to be paid from the Gross Settlement Amount to compensate Class Counsel for their work on this matter. You will not have to pay Class Counsel's fees and costs from your Individual Settlement Payment.

15. How will Ms. Mata Cruz be paid?

As part of the Settlement with Super Station, Ms. Mata Cruz's attorneys have requested a payment of up to \$10,000.00 to be paid to Ms. Mata Cruz for her efforts in this matter during initial investigation, discovery, mediation and the like, while serving as Class Representative and taking on the burden and risks of litigation. This amount would be in addition to whatever she would receive as part of her pro rata share of the settlement sum.

THE SETTLEMENT, APPROVAL, AND PAYMENT PROCESS

16. Who is handling the Settlement Administration process?

Karin Peternel
Class Action Claims Administration, Inc.
59 Damonte Ranch Parkway, Suite B224
Reno, NV 89521
t: 775.378.5458
karin@classactionsclaimsadmin.net

17. When is the Final Fairness and Approval Hearing and do I have to attend?

The Final Fairness and Approval Hearing has been set for [DATE], at [TIME] in Department 12 of the Contra Costa Superior Court for the State of California, located at 725 Court Street, Martinez, California 94553. You do not need to attend the hearing to be a part of the Settlement. However, if you wish to object to the Settlement, you may appear at the hearing. Please note that

the hearing may be continued without further notice to the Class. Make sure you check the Court's website before attempting to come to Court in person. You may be permitted to appear remotely by phone or video.

18. When will I get money after the hearing?

The Court will hold a hearing on [DATE], to decide whether to approve the settlement. If the Court approves the settlement, then there may be appeals if anyone objects. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If the Court approves the settlement and if you do not opt-out, your individual payment set forth in Section 8 above is expected to be distributed after Super Station makes payment to the Settlement Administrator. If there are no objections or appeals, Super Station will transfer the settlement funds and the Administrator will then distribute the funds. If there are objections or appeals, the payment can be delayed by at least 60 days, or even over a year. To check on the progress of the settlement, contact the Settlement Administrator or Class Counsel at the phone number or address listed in Section 19.

GETTING MORE INFORMATION

19. Are more details available?

For more information, the pleadings and other records in this litigation may be examined at any time during regular business hours at the records department office for the Superior Court of the State of California for Contra Costa, located at 725 Court Street, Martinez, California 94553. You can also view the schedule of events and register of actions for the Lawsuit at the court's website: <https://www.cc-courts.org/civil/online-case.aspx>. Click "Open Access," then select "Martinez Civil" and click "Log On. Then select "Search Case Number" and type "MSC22-00538" in the "Court Case Number" section.

Any questions regarding this Class Notice or the Lawsuit may be directed to the Claims Administrator at the below address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact the Lawyers for the Class at the address, telephone number or email address set forth above. If your address changes, or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

Settlement Administrator:

Karin Peternel
Class Action Claims Administration, Inc.
59 Damonte Ranch Parkway, Suite B224
Reno, NV 89521
t: 775.378.5458
karin@classactionclaimsadmin.net

**PLEASE DO NOT CALL OR WRITE TO THE COURT, OR TO ANY OF
DEFENDANTS' MANAGERS, SUPERVISORS, OR DEFENDANTS' ATTORNEYS
WITH QUESTIONS ABOUT THIS NOTICE**

BY ORDER OF THE SUPERIOR COURT

EXHIBIT 2

OPT-OUT FORM

Socorro Mata Cruz v. RTSF Petro Ventures, Inc. et al.
Case No. C22-00538
Contra Costa County Superior Court
725 Court Street, Martinez, California 94553

**SUBMIT THIS FORM ONLY IF YOU DO NOT WISH TO PARTICIPATE
IN THE SETTLEMENT**

I. DIRECTIONS

In order to exclude yourself from the settlement in *Socorro Mata Cruz v. RTSF Petro Ventures, Inc. et al.*, Contra Costa County Superior Court Case No. C22-00538, you must sign and date this Opt-Out Form and mail it to Class Action Claims Administration, Inc., 59 Damonte Ranch Parkway, Suite B224, Reno, NV 89521 by [insert date]. If mailed, the Opt-Out Form must be postmarked on or before [insert date]. If you have a change of residence, please send the Settlement Administrator your new address. It is your responsibility to keep a current address on file with the Settlement Administrator.

II. REQUEST FOR EXCLUSION FROM THE SETTLEMENT

I am a member of the Settlement Class in the case of *Socorro Mata Cruz v. RTSF Petro Ventures, Inc. et al.*, Contra Costa County Superior Court Case No. C22-00538. I have read the Notice of Class Action Settlement explaining my rights under the settlement and do not wish to participate in the settlement. I wish to be excluded from the settlement reached in the matter of *Socorro Mata Cruz v. RTSF Petro Ventures, Inc. et al.* I understand by excluding myself, I will not receive any money from the settlement reached in this matter except for an Individual Settlement Payment attributable to my portion of PAGA Payment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: _____, 2023 Signature: _____

Name (first, middle and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Last 4 Digits of Social Security Number: _____

Send this form by [insert date] to:

Class Action Claims Administration, Inc.
59 Damonte Ranch Parkway, Suite B224
Reno, NV 89521