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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

CHARLIE MARTINEZ, individually and on behalf of all similarly situated current and former employees, Plaintiff, v. MARATHON PETROLEUM COMPANY LP; MARATHON PETROLEUM LOGISTICS SERVICES LLC; and DOES 1 through 50, inclusive, Defendants.	CASE NO. 25CU001016C *Judge: Hon. Terrie E. Roberts* *Dept: C-68* **JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE** Action Filed: January 7, 2025

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Plaintiff Charlie Martinez ("Plaintiff"), individually and on behalf of all similarly situated current and former non-exempt employees who worked for Defendants Marathon Petroleum Company LP and Marathon Petroleum Logistics Services LLC ("Defendants") in California (collectively "Plaintiffs"), and Defendants (each, individually, a "Party" and collectively, the "Parties"), subject to the terms and conditions hereof and Final Approval (as defined below), hereby enter into this Joint Stipulation of Class Action Settlement and Release ("Settlement Agreement"). This Settlement Agreement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this settlement.

I. DEFINITIONS

1. "Actions" shall mean, collectively, all of the following civil court actions: (1) *Charlie Martinez v. Marathon Petroleum Company LP and Marathon Petroleum Logistics Services LLC*, Case No. 3:24-cv-02329-JES-DDL (S.D. Cal.) (the "*Martinez* Federal Court Action"); and (2) *Charlie Martinez v. Marathon Petroleum Company LP and Marathon Petroleum Logistics Services LLC*, Case No. 25CU001016C (Cal. Super. Ct. San Diego) (the "*Martinez* State Court Action").

2. "Administrative Costs" shall mean all costs, including all fees, costs, and expenses of the Class Administrator (as defined below), for administering the settlement process, including but not limited to administering and reporting taxes in connection with the settlement, providing the Settlement Notice (as defined below), various efforts to locate Settlement Class Members (as defined below), remitting union dues as instructed by Defendants, and coordinating the payment of claims on behalf of the Settlement Class (as defined below).

3. "Attorney's Fees and Costs" shall mean the amount to be paid to Class Counsel (as defined below) under the terms of this Settlement Agreement.

4. "Claims Released" shall mean those Class and PAGA claims described in Paragraphs 69–71.

5. "Class Administrator" shall mean CPT Group which is the entity that has been selected to provide notice of this proposed class action settlement to the Settlement Class (as

defined below) and to perform other related functions to administer the settlement contemplated by this Settlement Agreement as described herein.

6. "Class Counsel" shall mean the attorneys representing Plaintiff in the Actions: Nicholas J. Ferraro, Lauren N. Vega, and Conor J.D. Gómez of Ferraro Vega Employment Lawyers, Inc.

7. "Class Period" shall mean the period from November 13, 2020, through December 31, 2025.

8. "Court" means the judge of the Superior Court of the State of California for the County of San Diego presiding over Case No. 25CU001016C.

9. "Credit" shall mean a Qualifying Shift (as defined below) worked during the Class Period.

10. "Defense Counsel" shall mean the attorneys representing Defendants in the Actions: Jesse A. Cripps, Bradley J. Hamburger, and Tiffany Phan of Gibson, Dunn & Crutcher LLP.

11. "Effective Date" shall mean seven (7) calendar days after all of the following conditions have been satisfied:

i. Execution of this Settlement Agreement by all Parties, Class Counsel, and Defense Counsel;

ii. Submission of this Settlement Agreement to the Court, along with appropriate motions and requests for approval of this Settlement Agreement by the Court;

iii. Preliminary Approval (as defined below) of the Settlement Agreement by the Court;

iv. Mailing of the Settlement Notice (as defined below) to the Settlement Class Members (as defined below) in accordance with the Court's Order of Preliminary Approval (as defined below);

v. Expiration of the opt-out date as defined in the Settlement Notice (as defined below);

vi. Ten percent (10%) or fewer of the Settlement Class Members (as defined below)

submit timely and valid requests to opt out of the Settlement Class (as defined below) (or if more than Ten percent (10%) opt-out, and Defendants do not exercise their right to rescind and void the Settlement Agreement);

vii. Final Approval (as defined below). Except that, in the event there are written objections made prior to the hearing on Final Approval, or an appeal of the Court's approval of the Settlement Agreement taken, then the Effective Date shall be the later of the following events: when the period for filing any appeal, writ or other appellate proceeding opposing the settlement has elapsed without any appeal, writ, or other appellate proceeding having been filed; or any appeal, writ, or other appellate proceeding opposing the settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or any appeal, writ, or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief; and

viii. Dismissal with prejudice of the *Martinez* Federal Court Action (as defined below).

12. "Final Approval" means an order that finally and unconditionally grants final approval of this Settlement Agreement, enters final judgment with respect to the *Martinez* State Court Action, and authorizes payments to the Class Administrator, the Settlement Class Members (as defined below), and Class Counsel as provided in this Settlement Agreement.

13. "Final Approval Hearing" means the hearing to be conducted by the Court, or any other court taking jurisdiction of this matter, to determine whether to finally approve the Settlement.

14. "Named Plaintiff" or "Plaintiff" shall mean Charlie Martinez.

15. "Order Granting Preliminary Approval" and "Preliminary Approval" refer to the Court order or statement of decision granting preliminary approval to this Settlement Agreement.

16. "PAGA Members" shall mean all current and former hourly, non-exempt transport, pipeline, and terminal employees, excluding office and clerical workers, who worked for Defendants in California at any time from November 1, 2023, through December 31, 2025.

17. "PAGA Period" shall mean November 1, 2023, through December 31, 2025.

18. "Participating Settlement Class Members" shall mean all Settlement Class Members who do not submit timely and valid requests to opt out.

19. "Released Parties" shall mean Defendants Marathon Petroleum Company LP and Marathon Petroleum Logistics Services LLC, including each of their past and present successors, subsidiaries, parents (including but not limited to MPC Investment LLC), holding companies, sister and affiliated companies, divisions and other related entities, as well as the successors, predecessors, shareholders, subsidiaries, investors, officers, directors, partners, assigns, agents, employees, principals, heirs, administrators, attorneys, vendors, accountants, auditors, consultants, fiduciaries, insurers, reinsurers, employee benefit plans, and representatives of each of them, both individually and in their official capacities, past or present, as well as all persons acting by, through, or under any of these persons or entities.

20. "Service Award" shall mean a Court-approved sum to be paid to the Plaintiff in accordance with Section V, subsection A.

21. "Settlement Class" or "Settlement Class Members" shall mean all current and former hourly, non-exempt transport, pipeline, and terminal employees, excluding office and clerical workers, who worked for Defendants in California at any time from November 13, 2020 to December 31, 2025.

22. "Settlement Fund" refers to the gross settlement amount of Eight Hundred Seventy-Five Thousand Dollars ($875,000.00), which is the total and maximum amount Defendants will be required to pay under this settlement, except that Defendants will pay the employer share of any applicable federal, state, and local payroll taxes, in addition to the Settlement Fund, to the Class Administrator who will remit the employer share of all taxes owed to the appropriate tax authorities. The gross settlement amount can increase only according to the escalator provision described in Paragraph 89. The Settlement Fund will include the following elements: (i) payments to Settlement Class Members, as described herein; (ii) payment to the State of California Labor and Workforce Development Agency ("LWDA") under PAGA, as described herein; (iii) a Service Award to the Named Plaintiff, as described herein; (iv) Class

Counsel's Attorney's Fees and Costs, as described herein; and (v) Administrative Costs, as described herein.

23. "Settlement Notice" refers to the official notice of settlement of class action, attached hereto as Exhibit A.

24. "Qualifying Shift" shall mean a shift worked by a Settlement Class Member during the PAGA Period or the Class Period.

II. RECITALS

A. Background and Procedural History

25. On November 13, 2024, Charlie Martinez (Plaintiff) filed a class complaint against Defendants entitled *Charlie Martinez v. Marathon Petroleum Company LP and Marathon Petroleum Logistics Services LLC*, Case No. 24CU022415C, in the California Superior Court for the County of San Diego, which asserts various wage and hour violations including minimum wage violations, failure to pay all overtime wages, meal and rest break violations, paid sick leave violations, untimely payment of wages, wage statement violations, failure to reimburse business expenses, and unfair competition. *Martinez*, Case No. 24CU022415C (Cal. Super. Ct., San Diego, Nov. 13, 2024).

26. On December 13, 2024, Defendants removed Martinez's class complaint to the United States District Court for the Southern District of California. *Martinez*, Case No. 3:24-cv-02329-JES-DDL (S.D. Cal., Dec. 13, 2024) (the "*Martinez* Federal Court Action").

27. On January 7, 2025, Plaintiff Martinez filed a separate, related complaint against Defendants in the California Superior Court for the County of San Diego, entitled *Charlie Martinez v. Marathon Petroleum Company LP and Marathon Petroleum Logistics Services LLC*, Case No. 25CU001016C (the "*Martinez* State Court Action"), which asserts a claim for civil penalties under the Private Attorneys General Act (Labor Code § 2698 *et seq.*) ("PAGA"). Dkt. 4.

28. The *Martinez* Federal Court Action and the *Martinez* State Court Actions allege Defendants underpaid the class members' wages by failing to include all forms of remuneration, including non-discretionary bonuses and incentives, into the regular rate of pay calculation for

overtime, sick pay, and premium pay rates; Defendants failed to pay Plaintiff and the class members for all regular and overtime hours due to their policy and practice of editing time records and removing hours worked (i.e., time-shaving); Defendants failed to provide, authorize, and/or permit the class members to take all meal and rest periods to which they were entitled; Defendants failed to properly reimburse Plaintiff and class members for use of their personal cell phones and personally laundering uniforms for work-related purposes in direct consequence of their job duties; Defendants failed to pay all owed wages to Plaintiff and the class members in violation of California law; Defendants failed to provide accurate wage statements; and that Defendants' employment policies, practices, and payroll administration systems enabled and facilitated these violations on a company-wide basis with respect to the class members.

29. On October 15, 2025, the Parties participated in private mediation with mediator Monique Ngo-Bonnici to address both the *Martinez* Federal Court Action and the *Martinez* State Court Action.

30. On October 22, 2025, a mediator's proposal was accepted by the Parties.

31. On November 14, 2025, the Parties filed a Joint Motion to Stay the *Martinez* Federal Court Action. That Motion explained that after the successful private mediation, the Parties reached a settlement in principle and were drafting a Class and PAGA Action Settlement Agreement that resolves the claims at issue in both actions. *Martinez*, Case No. 3:24-cv-02329-JES-DDL (S.D. Cal., Nov. 14, 2025) (Dkt. 13) (Joint Motion to Stay Action). The Parties further agreed to seek preliminary and final approval of the settlement in the *Martinez* State Court Action, after amending the Superior Court complaint to include all alleged claims and causes of action in both actions. *Id.*

32. On November 14, 2025, the District Court granted the Parties' Joint Motion to Stay. *Martinez*, Case No. 3:24-cv-02329-JES-DDL (S.D. Cal., Nov. 14, 2025) (Dkt. 14) (Order Granting Joint Motion to Stay Case Pending Approval of Settlement of Superior Court Action).

33. On December 2, 2025, the Parties filed a Joint Stipulation to Continue Case Management Conference and File First Amended Class Action and Representative Action Complaint in the *Martinez* State Court Action. Dkt. 21.

34. On December 4, 2025, the Court granted the Parties leave to file a First Amended Class Action and Representative Action Complaint.

35. On December 4, 2025, Plaintiff filed a First Amended Complaint, which added the claims asserted in the *Martinez* Federal Court Action, including claims for minimum wage violations, failure to pay all overtime wages, meal and rest break violations, paid sick leave violations, untimely payment of wages, wage statement violations, failure to reimburse business expenses, and unfair competition. Dkt. 19.

B. Parties' Statements and Recognition of the Benefits of the Settlement

36. Class Counsel has conducted extensive investigation into the facts of the Actions. Class Counsel is aware of Defendants' practices and procedures through discovery and fact investigation in the Actions. Furthermore, the Parties engaged in negotiations and exchanged data, documents, and information. Based on a thorough investigation and evaluation of this case, Class Counsel and Plaintiff have concluded that the settlement with Defendants, for the consideration and on the terms set forth in this Settlement Agreement, is fair, reasonable, and adequate, and is in the best interest of the class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and numerous potential appellate issues.

37. Defendants deny each and all of the claims alleged by Plaintiff in the Actions. Defendants expressly deny any and all charges of wrongdoing or liability arising out of any of the acts, omissions, facts, matters, transactions, or occurrences alleged, or that could have been alleged, in the Actions. Nevertheless, Defendants have taken into account the uncertainty and risks inherent in any litigation and have also concluded that further conduct of the Actions would be protracted and expensive. Defendants, therefore, have determined that it is desirable and beneficial that the Actions be settled in the manner and upon the terms and conditions set forth in the Settlement Agreement. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, is, may be construed as, or may be used as an admission, concession, or indication by or against Defendants of any fault, wrongdoing, or liability whatsoever.

III. TERMS OF SETTLEMENT AGREEMENT

38. IT IS HEREBY STIPULATED AND AGREED by and among the Plaintiff (for himself and the Settlement Class) and Defendants, by and through their respective attorneys, that, subject to the approval of the Court, the Actions will be finally and fully compromised, released, resolved, discharged, and settled, and will be dismissed with prejudice as to Defendants, subject to the terms and conditions of this Settlement Agreement.

39. If the Parties disagree on any aspect of the Settlement Agreement or forthcoming motions or joint stipulations for approval, Class Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant settlement approval or conditions any approval or review on any material change to this Settlement Agreement, Class Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Settlement Agreement and satisfy the Court's concerns. Should the Court decline to approve all material aspects of the Settlement Agreement, or the Settlement Agreement be modified in any material respect, or should the Effective Date not occur, or any of the conditions set forth herein not occur, the Settlement Agreement will be null and void, and the Parties will have no further obligations under the Settlement Agreement, the Parties will revert to their positions prior to mediation, and the Settlement Agreement shall not be referred to or utilized for any purpose whatsoever.

IV. STAY OF FEDERAL COURT ACTION AND CONDITIONAL CERTIFICATION FOR SETTLEMENT PURPOSES ONLY

40. All proceedings relating to the approval of the Settlement Agreement shall be before the Court. The Parties agree to stipulate to the conditional certification of the Settlement Class for settlement purposes only. If the Settlement Agreement is not approved, the Parties shall revert to status quo as of November 13, 2025, including but not limited to the fact that the First Amended Complaint will be dismissed, and Plaintiff's class claims will proceed in the *Martinez* Federal Court Action.

41. Throughout the pendency of the settlement approval process, the Parties agree to request that the *Martinez* Federal Court Action remain stayed. No later than seven (7) days after

Final Approval, the Parties will take all necessary steps to effectuate a dismissal with prejudice of the *Martinez* Federal Court Action. Nothing in this Settlement Agreement will preclude the Parties from taking the necessary steps to effectuate dismissal of the *Martinez* Federal Court Action before Final Approval.

V. DISTRIBUTION OF THE SETTLEMENT FUND

42. In consideration for settlement of the Actions and the release of claims of the Settlement Class, Defendants agree to pay the sum of Eight Hundred Seventy-Five Thousand Dollars ($875,000.00) (the "Settlement Fund"). Any Administrative Costs, Attorney's Fees and Costs, payment to the LWDA under PAGA, and the Service Award for the Named Plaintiff shall be deducted from the Settlement Fund.

43. The occurrence of the Effective Date is a prerequisite to any distributions from the Settlement Fund.

44. This is a non-reversionary settlement in which Defendants are required to pay the entire Settlement Fund. No portion of the Settlement Fund will revert back to Defendants.

45. The Parties have agreed to the appointment of CPT Group to serve as the Class Administrator for the purpose of administering the settlement process.

A. Named Plaintiff's Service Award

46. In addition to the amounts determined to be due to the Named Plaintiff as a Participating Settlement Class Member under this Settlement Agreement, Class Counsel and Plaintiff intend to apply to the Court for a Service Award in the total amount of no more than Ten Thousand Dollars ($10,000.00). Plaintiff intends to request the Service Award as an enhancement for his role in prosecuting the Actions, taking the risks of serving as the named representative, providing factual information and documentation necessary to the prosecution of the Actions, providing a General Release of all claims, maintaining contact with Class Counsel, and other participation necessary to the successful prosecution of the Actions. Any Service Award approved by the Court in conjunction with the settlement shall be paid from the Settlement Fund. If the Court approves a Service Award less than the amount requested, the remainder will be allocated to the Net Settlement Proceeds. The Administrator will pay the

Service Award(s) using IRS Form 1099. An award of less than the requested amount for the Service Award will not give rise to a basis to abrogate the Settlement Agreement, and the Court has authority under this Agreement to reduce (or increase) the Service Award, at its discretion at the final approval stage.

47. In exchange for this Service Award, the Named Plaintiff agrees not to publicize the settlement and agrees to the General Release included in Paragraphs 69–71.

48. In the event that the Court denies, modifies, or reduces any request for a Service Award, Plaintiff reserves the right to appeal such an order; however, Plaintiff, Class Counsel, and the Participating Settlement Class Members may not seek to modify, revoke, cancel, terminate, or void this Settlement Agreement and will not seek, request, or demand an increase in the Settlement Fund.

49. If Plaintiff appeals the Court's ruling on Plaintiff's request for a Service Award, any ruling of any appellate court in such an appeal (regardless of its substance) shall not constitute a material alteration of this Settlement Agreement, and shall not give Plaintiff, Class Counsel, or the Participating Settlement Class Members the right to modify, revoke, cancel, terminate, or void this Settlement Agreement.

50. Notwithstanding the above, the Named Plaintiff shall receive payment of Service Awards only after the Effective Date has passed.

B. Attorney's Fees and Costs

51. Class Counsel intends to request an award of Attorney's Fees equal to Thirty-three percent (33%), of the Settlement Fund or Two Hundred Eighty-Eight Thousand and Seven Hundred Fifty Dollars ($288,750.00), and Attorney's Costs of up to Forty-Five Thousand Dollars ($45,000.00), to compensate Class Counsel for fees and costs incurred for work already performed in the Actions, and the work remaining to be performed in documenting the Settlement Agreement, securing Court approval of the Settlement Agreement, administering the Settlement Agreement, obtaining dismissal of the Actions with prejudice, and defending against any appeals, as well as all associated expenses. The exact amount awarded to Class Counsel shall be subject to approval of the Court. If the Court approves Attorney's Fees and/or Litigation

Costs in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Proceeds. The Administrator will pay the Attorney's Fees and Litigation Costs using one or more IRS 1099 Forms.

52. Class Counsel will submit an application for Attorney's Fees and Costs to the Court for approval concurrently with the Final Approval Motion. The Parties agree that, over and above the total amount of court-approved Attorney's Fees and Costs awarded in the Actions, each of the Parties, including all persons eligible to be Settlement Class Members, shall bear their own fees and costs relative to the investigation, filing, prosecution or settlement of the Actions, the negotiation, execution, or implementation of this Settlement Agreement, and/or the process of obtaining, administering or challenging a Class Certification Order and/or Final Approval.

53. The Parties agree that Class Counsel shall be solely responsible for the division and distribution of any and all Court-approved Attorney's Fees and Costs awarded in the Actions to Class Counsel.

54. In the event that the Court denies, modifies, or reduces Class Counsel's request for Attorney's Fees and Costs, then Class Counsel reserve their right to appeal such an order; however, Plaintiff, Class Counsel, and the Participating Settlement Class Members may not seek to modify, revoke, cancel, terminate, or void this Settlement Agreement and will not seek, request, or demand an increase in the Settlement Fund.

55. If Class Counsel appeal the Court's ruling on their request for Attorney's Fees and Costs, any ruling of any appellate court in such an appeal (regardless of its substance) shall not constitute a material alteration of this Settlement Agreement, and shall not give Plaintiff, Class Counsel, or the Participating Settlement Class Members the right to modify, revoke, cancel, terminate, or void this Settlement Agreement.

56. All claims for Attorney's Fees and Costs or expenses that Class Counsel, Plaintiff, and the Participating Settlement Class Members may possess against Defendants have been compromised and resolved in this Settlement Agreement and shall not be affected by any appeal that Class Counsel may file.

C. Administrative Costs

57. The Administrative Costs associated with administering the settlement process shall be deducted from the Settlement Fund. The Administrative Costs are estimated to be Twelve Thousand and Two Hundred Fifty Dollars ($12,250.00). No fewer than ten (10) court days prior to the Final Approval Hearing, the Class Administrator shall provide the Court and all counsel for the Parties with a declaration detailing the Administrative Costs. The Parties agree to cooperate in the settlement administration process and to make all efforts to control and minimize the costs and expenses incurred in the administration of this settlement.

D. PAGA Penalty Allocation

58. The total amount of the Settlement Fund allocated to PAGA penalties shall be Twenty Thousand Dollars ($20,000.00). Of the PAGA allocation, Sixty-five percent (65%) of the PAGA penalties, Thirteen Thousand Dollars ($13,000.00), shall be paid to the California Labor and Workforce Development Agency ("LWDA") and Thirty-five percent (35%) of the PAGA penalties, Seven Thousand Dollars ($7,000.00), shall be paid to the PAGA Members (irrespective of whether they opt out of the Settlement Class). The Seven Thousand Dollars ($7,000.00) paid to the PAGA Members shall be referred to as the "PAGA Payment to Employees."

59. Pursuant to California Labor Code section 2699(l)(2), settlement of a PAGA action must be approved by the Court, and Plaintiff will provide a copy of the proposed settlement to the LWDA at the same time that the proposed settlement is submitted to the Court.

E. No Effect on Benefits for Settlement Class Members

60. Plaintiff agrees, on behalf of all Settlement Class Members, that this Settlement Agreement and any payments under this Settlement Agreement shall not have any effect on the eligibility or calculation of employee benefits with respect to the Settlement Class Members. This Settlement Agreement does not represent any modification of any previously credited hours of service, income, or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy sponsored by any union and/or any of the Released Parties.

61. Likewise, Plaintiff agrees, on behalf of all Settlement Class Members, that no payment provided under this Settlement Agreement shall be considered "compensation" or "annual earnings for benefits" in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan, employee welfare benefit plan, or other program or policy sponsored by any union and/or any of the Released Parties.

F. Allocation of Net Settlement Proceeds to Settlement Class Members

62. The "Net Settlement Proceeds" shall equal the Settlement Fund minus the total of (i) court-approved Attorney's Fees and Costs; (ii) court-approved Service Award to the Named Plaintiff; (iii) all Administrative Costs; and (iv) payment to the LWDA for PAGA penalties.

63. The Net Settlement Proceeds shall be allocated as follows:

(i) The PAGA Payment to Employees will be divided by the total number of PAGA Members and each PAGA Member will receive their evenly divided pro-rata share. Each PAGA Member's pro-rata share shall be referred to as the "Individual PAGA Allocation."

(ii) A Credit will be given to each Qualifying Shift worked by Participating Settlement Class Members during the Class Period. Any Participating Settlement Class Member who has no Qualifying Shifts or a partial Qualifying Shift shall be rounded up to receive at least one Credit.

(iii) The value of each Credit ("Credit Value") equals the Net Settlement Proceeds reduced by the PAGA Payment to Employees and then divided by the total number of Credits for all Participating Settlement Class Members.

(iv) Each Participating Settlement Class Member's "Individual Settlement Award" shall equal that individual's total number of Credits multiplied by the Credit Value.

64. Each Participating Settlement Class Member's Individual Settlement Award will be allocated as follows: Forty percent (40%) to unpaid wages which will be reported to the IRS on Form W-2; Thirty percent (30%) to penalties; and Thirty percent (30%) to interest, which will be reported to the IRS on Form 1099. The Individual PAGA Allocation will be allocated as One Hundred percent (100%) to penalties, which will be reported to the IRS on Form 1099.

65. The Class Administrator will issue all necessary tax forms and make all necessary tax filings to effectuate the terms of this Settlement Agreement.

66. The payment by Defendants pursuant to this Settlement Agreement is for alleged failure to pay compensation due, interest on the compensation sum, penalties regarding the compensation sum, and all other claims as set forth in the First Amended Complaint. In accordance with local, state, and federal tax laws, the Class Administrator shall withhold such sums from each Settlement Class Member's Individual Settlement Award as is required to comply with the allocation set forth in this Settlement Agreement. After appropriate tax withholding from Individual Settlement Awards, the Class Administrator shall pay over all such withheld funds to the appropriate local, state, and federal taxing authorities to comply with applicable law and shall do so as soon as practicable. In addition, the Class Administrator shall make deductions from the wage portion of each Participating Settlement Class Member's Individual Settlement Award for union dues consistent with the applicable collective bargaining agreements. The Class Administrator shall also pay over all such union dues to the union. The Class Administrator shall provide each Settlement Class Member with appropriate documentation setting forth the amount of any tax, union dues, or other payment withheld, and employer contribution made, in accordance with local, state, and federal tax requirements.

67. The Class Administrator will notify Defendants of the amount of the employer share of applicable federal, state, and local payroll taxes due and owing as to each Class Member no later than three (3) calendar days after Final Approval. Defendants will pay that amount to the Class Administrator in addition to the Settlement Fund within thirty (30) calendar days of the Order Granting Final Approval. The Class Administrator will also give Defendants an estimate of the employer's share of these taxes within five (5) calendar days of sending out the Settlement Notice.

68. The Parties are not providing any advice regarding and have not made any representations regarding the tax obligations or consequences, if any, related to this Settlement Agreement, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise. The Parties agree that Defendants, Plaintiff, Class Counsel, and each Settlement Class Member are solely responsible for determining the tax consequences of their respective payments made

pursuant to this Settlement Agreement and for paying taxes, if any, which are determined to be owed by each of them on such payments (including penalties and interest related thereto) by any taxing authority, whether state, local, or federal.

VI. CLAIMS RELEASED BY SETTLEMENT AGREEMENT

69. In exchange for the payments by Defendants as described herein, upon Final Approval, and except as to such rights or claims as may be created by this Settlement Agreement, the Participating Settlement Class Members, including the Named Plaintiff (who shall not opt out), jointly, severally, shall, and hereby do fully release and discharge Defendants and Released Parties from any and all claims, judgments, liens, losses, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorney's fees, damages, indemnities, actions, causes of action, and obligations of every kind and nature in law, equity or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or accrued, occurring up to the date of December 31, 2025, and arising out of the dispute which is the subject of the Actions or which could have been asserted in the Actions based on the facts alleged, whether in contract, violation of any state or federal statute, rule, or regulation, arising out of, concerning, or in connection with any act or omission alleged in the Actions by or on the part of Released Parties, including, without limitation, those relating to the failure to pay wages for all time worked at the minimum wage rate; failure to pay overtime wages; failure to provide meal periods and/or pay meal period premium wages; failure to provide rest breaks and/or pay rest break premium wages; failure to pay all paid sick leave wages; failure to provide accurate wage statements; failure to timely pay wages due at the time of termination of employment; failure to reimburse for necessary business expenses; penalties relating to the failure to provide rest breaks, meal periods, and/or inaccurate wage statements, or other alleged wage and hour violations and related recordkeeping requirements, including, without limitation, violation of Business & Professions Code section 17200, the applicable California Industrial Welfare Commission Order, or any other California or federal laws relating to the failure to pay wages and penalties based on the facts alleged in the First Amended Complaint during the Class Period ("Class Claims Released"). Class Claims Released include any unknown claims that Participating Settlement

Class Members do not know or suspect to exist in their favor, which if known by them, might have affected this Settlement Agreement with Defendants and release of Released Parties. The Class Claims Released do not include any workers' compensation claims, claims for physical bodily harm, discrimination claims, or any other claims not directly related to the Class Claims Released.

70. All PAGA Members, regardless of whether they opt out, will release their right to pursue PAGA claims and PAGA penalties through December 31, 2025, based on the facts alleged in the Actions ("PAGA Claims Released").

71. Named Plaintiff, and each of his successors, assigns, heirs, personal representatives and all those who claim through him, or who assert claims on his behalf, shall be deemed to have, and by operation of the Judgment shall have, expressly released, waived, and relinquished the Released Claims. Additionally, Named Plaintiff agrees that he expressly and generally releases and waives any and all claims, demands, rights, liabilities, and causes of action he has had or ever had against any of the Released Parties, whether for economic damages, noneconomic damages, punitive damages, penalties, restitution, injunctive or declaratory relief, interest, attorneys' fees, costs, or any other forms of monetary or non-monetary relief in any way arising out of or relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act at any time on or before Final Approval, including, but not limited to, any claims arising from or related to his employment, contractual, and/or quasi-contractual relationship with Defendants and the Released Parties, or any of them; any allegations as to disputed wages, remuneration, and/or other compensation due by operation of statute, ordinance, contract, or quasi-contract; any federal, state, or local law prohibiting discrimination or retaliation on the basis of age, race, color, ancestry, religion, disability, sex, national origin, or citizenship or any other protected category, including, without limitation, claims under Title VII, the California Fair Employment and Housing Act, the California Labor Code, Fair Labor Standards Act, the California IWC Orders, the Employee Retirement Income Security Act, and the Americans With Disabilities Act or any other similar statutes whatever the city, county, state, or country of enactment; any claims or grievances under collective bargaining

agreements or the National Labor Relations Act; any claims under the Family and Medical Leave Act of 1993 and/or the California Family Rights Act; and any transactions, occurrences, acts, statements, disclosures, or omissions occurring before Final Approval. Named Plaintiff's General Release specifically excludes claims for workers' compensation. This general release by Named Plaintiff shall become effective upon the Effective Date and include all statutory claims, common law claims (including, but not limited to, those sounding in contract, tort, and equity), and claims for compensation to the fullest extent permitted by law. Named Plaintiff further agrees not to sue or otherwise make a claim against any of the Released Parties for any of the Released Claims or claims subject to the General Release. Named Plaintiff acknowledges that the General Release also includes a waiver of rights under California Civil Code section 1542 and any similar law of any state or territory of the United States. California Civil Code section 1542 states as follows:

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

72. The Parties intend that this Settlement Agreement shall be binding on all Settlement Class Members, whether or not they actually receive a payment pursuant to this Settlement Agreement. This Settlement Agreement shall constitute, and may be pleaded as, a complete and total defense to any Claims Released if raised in the future.

73. The Named Plaintiff and the Participating Settlement Class Members may hereafter discover facts in addition to or different from those they may now know or believe to be true with respect to the subject matter of the Claims Released, but, upon the Effective Date, they shall be deemed to have, and by operation of the Order Granting Final Approval shall have fully, finally, and forever settled and released any and all of the Class and PAGA Claims Released, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is intentional,

negligent, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

74. The Parties agree that, for any claim that is not alleged in the First Amended Complaint, the statute of limitations has and will continue to run on those claims, and no such claims will relate back to the filing of any of the pleadings in this Action.

VII. SCHEDULE FOR FINALIZING SETTLEMENT AGREEMENT

75. Plaintiff and Defendants stipulate and agree to the following schedule and procedures for obtaining the Court's approval of the Settlement Agreement, including seeking certification of the Settlement Class, notifying the Settlement Class, and processing all benefits provided under this Settlement Agreement.

A. Seeking Preliminary Approval of Settlement Agreement

76. Upon the execution of this Settlement Agreement, Plaintiff will move the Court for (a) preliminary approval of the Settlement Agreement, (b) approval of the Settlement Notice, settlement notice procedure, and appointment of the Class Administrator, and (c) the scheduling of a Final Approval Hearing on the question of whether the terms of this Settlement Agreement should be finally approved as fair, reasonable, and adequate as to the Named Plaintiff and the Settlement Class (collectively, "Motion for Preliminary Approval"). As a part of this motion, Plaintiff will submit (and attach a copy of) this Settlement Agreement.

77. Class Counsel shall provide Defendants with a reasonable opportunity to review and provide comments to the Motion for Preliminary Approval before the motion and supporting papers are filed with the Court.

B. Providing Class Data to Class Administrator

78. Within twenty-one (21) calendar days of the Order Granting Preliminary Approval, Defendants agree to provide to the Class Administrator a "class list," including the following information for each Class Member: (a) name; (b) last-known address; (c) personal e-mail address, if available; (d) social security number; and (e) number of Qualifying Shifts worked during the Class Period as determined by Defendants' business records (hereinafter, the "Class List"). Within twenty-one (21) calendar days of the Order Granting Preliminary

Approval, Defendants agree to further provide to the Class Administrator a "PAGA class list" and the following information for each PAGA Member: (a) name; (b) last-known address; (c) personal e-mail address, if available; and (d) social security number (hereinafter, the "PAGA List"). The Class Administrator will review the data provided by Defendants to calculate the Credit Value, each Class Member's Credits, and projected individual payment. If data concerns would interfere with the Class Administrator's ability to comply with the deadlines set by the Court, the Parties agree to jointly apply to the Court for an extension of the schedule provided herein to allow the Parties to resolve these concerns. The above-described information will be provided to Class Administrator on a confidential basis, and the Class Administrator agrees to use this information only for purposes of verifying the accuracy of the information. The Class Administrator agrees not to use the information for any purpose other than the administration of the settlement of the Actions and agrees not to disclose the information to any third party. Notwithstanding the foregoing, the Class Administrator may disclose to Class Counsel the number of Qualifying Shifts worked by Settlement Class Members. Defendants have a continuing duty to notify Class Counsel as soon as practicable if they discover that the Class List or PAGA List omitted Settlement Class Members' identifying information and to provide a corrected or updated Class List and PAGA List as soon as practicable. The Parties and their counsel will expeditiously use best efforts, in good faith, to resolve any issues related to missing or omitted employee data within the Class List and PAGA List without requiring an extension of deadlines, to the extent possible.

C. Settlement Notice

79. If the Court grants Preliminary Approval of the Settlement Agreement, a Settlement Notice shall be provided to the Settlement Class as follows:

a. Fourteen (14) calendar days after Defendants provide to the Class Administrator the Class List and PAGA List referenced in Paragraph 78, the Class Administrator shall send a Settlement Notice to all Settlement Class Members by regular U.S. Mail, postage prepaid and supplement with e-mail notice, if feasible. In order to provide the best notice practicable, any Settlement Notice returned as undelivered shall be

sent to the forwarding address affixed thereto, if any. If no forwarding address is provided for a Settlement Notice that is returned as undelivered, the Class Administrator will use a reliable computer search method to locate a current address. If no current address is located, the Settlement Notice for that individual will be deemed undeliverable. If the procedures herein are followed, Defendants, Class Counsel, and the Class Administrator shall be deemed to have satisfied their obligation to provide the Settlement Notice to the Settlement Class. A copy of the proposed Settlement Notice is attached hereto as **Exhibit A.**

b. The Settlement Notice shall, at a minimum, include the following: the number of Qualifying Shifts worked by the Settlement Class Member, the estimated amount the Class Member can expect to receive based on the number of Qualifying Shifts, the contact information for Class Counsel, information informing Settlement Class Members of their right to object and/or opt out, a statement that the Settlement Agreement may have preclusive effect and participation in the Settlement shall result in a release of Released Claims, notification that Settlement Class Members are solely responsible for determining the tax consequences of payments made pursuant to this Settlement Agreement; and notification that any payments under this Settlement Agreement shall not have any effect on the eligibility or calculation of employee benefits nor will it be considered compensation for determining eligibility in any employee pension benefit plan, as discussed *ante* in Section V, subsection E.

c. The Settlement Notice shall inform Settlement Class Members of their right to opt out of the Settlement Class and be excluded from receiving any benefits for the Class Claims Released under the Settlement Agreement by completing and mailing a written opt-out request to the Class Administrator no later than forty-five (45) calendar days after the postmark date of the Settlement Notice. Any member of the Settlement Class who submits a timely and valid request to opt out will receive no settlement payment for the Class Claims Released and will not be bound by the

terms of the Settlement Agreement nor have any right to object, appeal, or comment thereon. Late-submitted opt-out requests will not be accepted by the Class Administrator and shall not be effective. The Class Administrator will certify jointly to Class Counsel and Defense Counsel which requests to opt out were valid and timely submitted, subject only to the Court's final determination.

d. If a member of the Settlement Class disagrees with the number of Qualifying Shifts, the member must complete and send a notice of dispute to the Class Administrator, together with any supporting written documentation. Such documentation may consist of official records, pay stubs, weekly schedules, or personal logs. To be considered, the notice of dispute and supporting written documentation must be received by the Class Administrator no later than thirty (30) calendar days after the postmark date of the Settlement Notice.

e. The Class Administrator shall immediately notify both Class Counsel and Defense Counsel of any disputes submitted by Settlement Class Members. The Class Administrator shall share with both Class Counsel and Defense Counsel the notice of dispute and any documentation submitted by a Settlement Class Member in support of his or her dispute. The Class Administrator shall make a determination, subject only to the Court's ability to make a final determination, regarding the dispute based on the written documentation submitted by the Settlement Class Member and any materials submitted by counsel within ten (10) calendar days of receipt of the notice of dispute and supporting written documentation, or no later than forty (40) calendar days after the postmark date of the Settlement Notice, whichever is later. Defendants' business records will be entitled to greater deference in reviewing the materials submitted. The Class Administrator shall inform each Settlement Class Member of its determination by a telephone call, followed by an e-mail or regular U.S. Mail if no e-mail for that Settlement Class Member is available.

f. The Class Administrator shall create and maintain a website, which will include

links to the Settlement Notice, Motions for Preliminary and Final Approval, and Motion for Attorney's Fees as they become available, until the Effective Date. The website shall also include links to any other documents or information the Class Administrator deems necessary to perform its duties. The Motion for Attorney's Fees and any related filings shall be available on the website for a reasonable period of time no less than fourteen (14) calendar days prior to the deadline for class members to file an objection to the Settlement Agreement.

g. At least twenty-one (21) calendar days before the Final Approval Hearing, the Class Administrator shall prepare a declaration of due diligence and proof of mailing with regard to the mailing of the Settlement Notice and e-mail (if e-mail was deemed feasible), and any attempts by the Class Administrator to locate the Settlement Class Members ("Due Diligence Declaration"), to Class Counsel and Defense Counsel for presentation to the Court. The Class Administrator will attach to the Due Diligence Declaration a report showing the name of each individual who submitted a timely and valid opt-out request. Class Counsel shall be responsible for filing the Due Diligence Declaration with the Court.

h. If at any point the Class Administrator determines that it needs additional time, the Class Administrator shall inform the Parties regarding the situation, and the Parties will seek from the Court a modification of the schedules contained in this Settlement Agreement or any Court Order, to be consistent with the recommendations and requests of the Class Administrator. However, the Class Administrator shall not make a request for a time modification if the need for additional time is a result of any Party failing to provide information as required in this Settlement Agreement on a timely basis. If a Party fails to provide required information according to this schedule, any other Party reserves the right to seek the Court's intervention to ensure compliance with the agreed terms of this Settlement Agreement.

D. Objections to Settlement Agreement after Preliminary Approval

80. Any Settlement Class Member who intends to object to the settlement or this Settlement Agreement must submit a written objection, along with any supporting documents, to the Class Administrator, no later than forty-five (45) calendar days after the postmark date of the Settlement Notice. The written objection must set forth in clear and concise terms with the legal and factual arguments supporting the objection. If the Class Administrator receives any written objections, they will be filed with the Court before the Final Approval Hearing.

81. Settlement Class Members who fail to make objections in the manner specified in Paragraph 80 shall be deemed to have waived any and all objections and shall be foreclosed from making any objection, whether by appeal or otherwise, to the settlement or this Settlement Agreement. The postmark will be deemed the exclusive means for determining that the Notice of Objection is timely.

82. Settlement Class Members who timely submit a written objection have the option to appear at the Final Approval Hearing, either in person or through their own counsel. To appear, Settlement Class Members must include a statement about the intent to appear at the Final Approval Hearing ("Notice of Intention to Appear") in the objection. No member of the Settlement Class shall be entitled to be heard at the Final Approval Hearing unless the Settlement Class Member submits the Notice of Intention to Appear, without permission of the Court. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing.

83. The filing of an objection allows Class Counsel or Defense Counsel, upon reasonable notice, to take the deposition of the objecting Settlement Class Member, and to seek any documentary evidence or other tangible things that are relevant to the objection. Failure by the Settlement Class Member to make himself or herself available for a deposition or comply with expedited discovery requests may result in the Court striking the Settlement Class Member's objection and otherwise denying him or her the opportunity to make an objection or be further heard.

E. Duties of the Parties in Connection with Final Court Approval

84. In connection with Final Approval, Class Counsel and Defense Counsel will submit a proposed Judgment and a proposed Order Granting Final Approval of Class Action Settlement: approving the settlement; adjudicating the terms thereof to be fair, reasonable, and adequate; and directing consummation of all terms and provisions as provided in this Settlement Agreement.

F. Timing and Manner of Payments

85. Within sixty (60) calendar days after either Preliminary Approval of the Settlement Agreement or after Defendants receive an election statement from the Class Administrator, whichever is later, Defendants shall execute the election statement provided by the Administrator which shall be affixed to the initial tax return of the Qualified Settlement Fund in order to establish the start date of the Qualified Settlement Fund. The Settlement Fund shall thereafter be administered and distributed as set forth in this Settlement Agreement. All interest with respect to the Settlement Fund shall accrue to the benefit of the Participating Settlement Class. The monetary relief to the Participating Settlement Class, all fees and expenses of the Class Administrator, and any and all taxes arising out of any interest or other income derived from the Settlement Fund shall be paid from the Settlement Fund. Upon calculation of the individual payments, and no later than three (3) calendar days after Final Approval, the Class Administrator shall advise Defendants of the amount of the employer's share of payroll taxes.

86. Within twenty-one (21) calendar days of the Order Granting Final Approval, Defendants will wire the Settlement Administrator the Settlement Fund and Defendants' employer share of applicable federal, state, and local payroll taxes due to fund the Settlement, which shall be deposited by the Settlement Administrator into a Qualified Settlement Fund established pursuant to Internal Revenue Code § 1.468B-1. These funds shall be under the exclusive control of the Administrator and shall be used solely for the purpose of fulfilling the terms of the Settlement Agreement.

87. The Class Administrator shall take all reasonable efforts to make payments from the Settlement Fund within thirty (30) calendar days after the Effective Date, except that the Class Administrator will withhold any amounts subject to a potential attorneys' fee lien until

such lien is resolved. The Class Administrator will make the payment to the LWDA and Class Counsel from the Settlement Fund. In addition, the Administrator will send individual checks by regular U.S. Mail to the address on file with the Class Administrator. Each Settlement Class Member who is entitled to a payment under this Settlement Agreement will receive a single check for the total of his or her settlement payment (less applicable union dues and payroll deductions required by federal, state, and local law for the wage portion of the payment, as described in Paragraph 66).

88. Checks sent to Settlement Class Members under this Settlement Agreement shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their mailing and thereafter may be automatically canceled if not cashed by the payee within that time. The Class Administrator will provide notice to Plaintiff's Counsel of any uncashed checks one hundred and twenty (120) calendar days from the date of their mailing, and the Administrator shall have responsibility to attempt to locate the impacted Class Members and re-issue checks with an expiration date ninety (90) calendar days following the re-issuing of the checks. In the event any Settlement Class Member(s) cannot be located within one hundred and eighty (180) calendar days of the expiration of the initial settlement checks, uncashed settlement check(s) will be forwarded to the California State Controller's Office Unclaimed Property Fund to be held for the benefit of the Settlement Class Member to whom the payment was designed in accordance with California law. Defendants will not be responsible for the employer's share of taxes for any uncashed settlement checks and the proportional amount of the employer's share of taxes from any uncashed settlement checks shall be returned to Defendants. No person shall have any claim against Defendants, Released Parties, Defense Counsel, the Named Plaintiff, any member of the Settlement Class, Class Counsel, or the Class Administrator based on distributions and payments made in accordance with this Settlement Agreement.

VIII. OTHER PROVISIONS

A. Escalator Provision

89. The total number of workweeks worked by Settlement Class Members until October 15, 2025 has been represented to be sixty-four thousand and three hundred ninety-five

(64,395). If the total number of workweeks exceeds this total by Ten percent (10%) or more (e.g., workweek count x 1.10) for the applicable Class Period, Defendants shall increase the Settlement Fund by the percentage increase in the number of workweeks worked by Class Members above Ten percent (10%) (e.g., if the number of workweeks exceeds Defendants' representation by Eleven percent (11%), the Settlement Fund will increase by One percent (1%)).

B. Voiding the Settlement Agreement

90. If more than Ten percent (10%) of the Settlement Class submits timely and valid requests to opt out pursuant to the terms and procedures of the Settlement Notice, Defendants may, but are not obligated to, elect to withdraw from the Settlement Agreement. If Defendants withdraw, the Settlement Agreement, and any waivers or releases therein, shall be void *ab initio*, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Settlement Agreement; provided, however, Defendants will remain responsible for paying all Administrative Costs incurred to that point. To elect to withdraw, Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the deadline for Settlement Class Members to submit an opt-out request.

C. Notices

91. Except for notices to Settlement Class Members, which are required herein to be made to or by the Class Administrator, all notices, requests, demands, and other communications related to or in connection with this Settlement Agreement shall be in writing, and shall be provided by appropriate method depending on the urgency (e.g., personal delivery, facsimile, overnight delivery, or first-class U.S. Mail) to:

TO PLAINTIFF AND SETTLEMENT CLASS:

Nicholas J. Ferraro
Lauren N. Vega
Elyssa Martinez
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
Telephone: 619.693.7727
Facsimile: 619.350.6855

TO DEFENDANTS:

Jesse A. Cripps
Bradley J. Hamburger
Tiffany Phan
GIBSON, DUNN & CRUTCHER LLP
333 South Grand Avenue
Los Angeles, California 90071
Telephone: 213.229.7000
Facsimile: 213.229.7520

D. Mutual and Full Cooperation

92. Plaintiff and Defendants, by and through their respective counsel, agree to fully cooperate with each other to accomplish the approval by the Court and of the terms of this Settlement Agreement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts, including all efforts contemplated by this Settlement Agreement, and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement Agreement.

93. The Parties agree that they will not attempt to encourage any Settlement Class Members to object to the proposed settlement or to opt out. Plaintiff and Class Counsel will make every reasonable effort to accurately explain the benefits of this Settlement Agreement in response to any questions from any member of the Settlement Class.

E. No Admission of Liability

94. Nothing herein shall constitute any admission by Defendants of wrongdoing or liability or of the truth of any factual allegations in the Actions. To the contrary, Defendants have denied and continue to deny each and every material factual, procedural, and/or legal allegation and alleged claim asserted in the Actions. To this end, the settlement of the Actions, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement Agreement or the settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants, or any of them, or of the truth of any of the factual allegations in the operative complaints, and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendants, or any of them, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

F. Binding Nature of Settlement Agreement

95. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. The Named Plaintiff and the Settlement Class represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, or encumbered any claim, demand, action, cause of action, or rights released in the Claims Released in this Settlement Agreement.

96. This Settlement Agreement may be amended or modified only by a written instrument signed by Class Counsel and the Named Plaintiff, as well as Defense Counsel and Defendants. No rights under this Settlement Agreement may be waived except in writing.

97. This Settlement Agreement and any attached exhibits constitute the entire Settlement Agreement between the Named Plaintiff, Settlement Class, and Defendants relating to the terms contained herein. All prior or contemporaneous settlement agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a Party or its counsel, are merged herein. No oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

98. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions.

G. Dispute Resolution

99. Except as authorized herein, all disputes concerning the interpretation, implementation, calculation, or payment of the Settlement Fund or other disputes regarding compliance with this Settlement Agreement will be resolved by the Court.

H. Enforcement Action.

100. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties

reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

I. Restriction on Publicity

101. Plaintiff agrees that he and Class Counsel will not issue any press releases or initiate any contact with the media about the facts, amount, or terms of the settlement. Unless required by applicable law, neither Plaintiff nor his counsel shall publicize the terms of this Settlement Agreement in any medium, or initiate or issue any press release or have any communications to the press or media concerning the lawsuits, the settlement of the lawsuits, and/or this Settlement Agreement, prior to preliminary approval of this Settlement Agreement except as posted by the Class Administrator as ordered by the Court. Class Counsel shall not include, and shall affirmatively remove, any reference to any of the subjects discussed in this Settlement Agreement in any advertising, mass mailing, website, or other communication. If counsel for any of the Parties receives an inquiry about the settlement from the media prior to Final Approval of this Settlement Agreement, counsel may respond by confirming the terms of the settlement which are publicly available. Notwithstanding the foregoing, nothing will prevent Class Counsel from communicating confidentially with members of the settlement class as necessary to fulfill their obligations as class counsel.

J. Governing Law and Joint Drafting of Settlement Documents

102. All terms of this Settlement Agreement and related documents shall be governed by and interpreted according to the laws of the State of California, without respect to choice of law provisions of any state.

103. Class Counsel and Defense Counsel have arrived at this Settlement Agreement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

104. This Settlement Agreement has been drafted jointly by Class Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Settlement Agreement, the same shall not be construed against any of the Parties.

105. The Named Plaintiff, Settlement Class, and Class Counsel agree that none of the documents provided to them by Defendants shall be used for any purpose other than the prosecution and settlement of the Actions. Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigation against Defendants or the Released Parties.

K. Counterparts

106. This Settlement Agreement may be executed in one or more counterparts, which may be filed with the Court. All executed counterparts, and each of them, shall be deemed to be one and the same instrument. Once available, a complete set of executed counterparts shall be filed with the Court. All executed copies of this Settlement Agreement and photocopies thereof (including facsimile and/or e-mailed copies of the signature pages) shall have the same force and effect and shall be as legally binding and enforceable as the original.

L. Parties' Authority

107. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and are fully authorized to bind the Named Plaintiff, Settlement Class, and Defendants to all terms stated herein.

M. Attorney Authorization

108. Class Counsel and Defense Counsel separately represent and warrant that they are authorized by Plaintiff and Defendant, respectively, to execute any other documents reasonably required to effectuate the terms of this Agreement, including any non-material amendments to this Agreement, should the Court mandate non-material amendments be made for the purposes of securing Preliminary and/or Final Approval.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF CHARLIE MARTINEZ

Dated: 08/07, 2026

charlie martinez

Charlie Martinez, Plaintiff

DEFENDANT MARATHON PETROLEUM COMPANY LP (BY MPC INVESTMENT LLC, ITS GENERAL PARTNER)

Dated: 08/04, 2026

Greg Floerke (Aug 4, 2026 10:44:15 EDT)

Greg Floerke, Executive Vice President, MPC Investment LLC

DEFENDANT MARATHON PETROLEUM LOGISTICS SERVICES LLC

Dated: 08/04, 2026

Greg Floerke (Aug 4, 2026 10:44:15 EDT)

Greg Floerke, Executive Vice President, Marathon Petroleum Logistics Services LLC

APPROVED AS TO FORM ONLY

Dated: 08/10, 2026

GIBSON, DUNN & CRUTCHER LLP

Tiffany Phan
Attorneys for Defendants Marathon Petroleum Company LP and Marathon Petroleum Logistics Services LLC

Dated: 08/12, 2026

FERRARO VEGA EMPLOYMENT LAWYERS, INC.

Nicholas J. Ferraro
Attorneys for Plaintiff Charlie Martinez

AMENDMENT TO JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

Plaintiff CHARLIE MARTINEZ ("Plaintiff") and Defendants MARATHON PETROLEUM COMPANY LP and MARATHON PETROLEUM LOGISTICS SERVICES LLC ("Defendants") (collectively, the "Parties"), hereby agree to amend the Joint Stipulation of Class Action Settlement and Release, as follows: Section 1, Paragraph 5, Pages 1-2, is hereby amended to read:

"Class Administrator" shall mean Class Action Administration ILYM Group which is the entity that has been selected to provide notice of this proposed class action settlement to the Settlement Class (as defined below) and to perform other related functions to administer the settlement contemplated by this Settlement Agreement as described herein.

SIGNATURES

FERRARO VEGA EMPLOYMENT LAWYERS, INC.
ATTORNEYS FOR PLAINTIFF CHARLIE MARTINEZ

_____
Conor J.D. Gómez

Date: 09/10/2026

GIBSON, DUNN & CRUTCHER LLP
ATTORNEYS FOR DEFENDANTS MARATHON PETROLEUM COMPANY LP AND DEFENDANT MARATHON PETROLEUM LOGISTICS SERVICES LLC

_____
Tiffany Phan

Date: 09/10/2026

Exhibit A

Notice of Class and PAGA Action Settlement

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

Charlie Martinez v. Marathon Petroleum Company LP, et al.
Superior Court of the State of California for the County of San Diego
Case No. 25CU001016C

This notice is to the following individuals in connection with a pending class and representative PAGA action settlement:

Class Scope: All current and former hourly, non-exempt transport, pipeline, and terminal employees, excluding office and clerical workers, who worked for Defendants in California at any time from November 13, 2020, to December 31, 2025.

PAGA Scope: All current and former hourly, non-exempt transport, pipeline, and terminal employees, excluding office and clerical workers, who worked for Defendants in California at any time from November 1, 2023, through December 31, 2025.

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of San Diego (the "Court") has preliminarily approved the proposed class and representative PAGA settlement in the action filed by Charlie Martinez ("Plaintiff") against Marathon Petroleum Company LP and Marathon Petroleum Logistics Services LLC ("Defendants") for alleged wage and hour violations (the "Lawsuit").

The Lawsuit is based on the following legal causes of action: (1) minimum wage violations, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) paid sick leave violations, (6) untimely payment of wages, (7) wage statement violations, (8) failure to reimburse business expenses, (9) unfair competition, and (10) civil penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et seq*.). Defendants deny all claims and maintain they have fully complied with the law.

Defendants' records reflect you worked **[[QUALIFYING SHIFTS]]** Qualifying Shifts during the Class Period of November 13, 2020, through December 31, 2025. A Credit is given for each Qualifying Shift worked by a Participating Settlement Class Member during the Class Period. If you remain in the Class, your Individual Settlement Award is estimated to be **$[[Individual Class Payment]]** (before applicable tax withholdings, union dues, or other deductions). The actual amount may change and will depend on the total number of Credits, for all Participating Settlement Class Members and any other adjustments required by the Settlement Agreement. If you have no Qualifying Shifts or a partial Qualifying Shift, you will be rounded up to receive at least one Credit if you are a Participating Settlement Class Member.

Additionally, if you are a PAGA Member, your Individual PAGA Payment for the PAGA Period of November 1, 2023, through December 31, 2025, is estimated to be **[$ Individual PAGA Payment]**. The $7,000 PAGA Payment to Employees will be divided equally among all PAGA

Members, regardless of whether they opt out of the Class Settlement. You are not able to opt out of the PAGA Settlement.

YOUR OPTIONS	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement and release your claims in exchange for compensation. If you are a PAGA Member, you will also receive the Individual PAGA Payment and be bound by the PAGA release.
OPT OUT	You may opt out of the class action settlement by submitting a Request for Exclusion form. If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the Class Release. You may not opt out of the PAGA settlement or seek exclusion from the PAGA settlement. If you are a PAGA Member, you will receive your Individual PAGA Payment and be bound by the PAGA release.
OBJECT	If you do not opt out, you may object to the class action and/or PAGA settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment. In such a case, you will be bound by the release provisions in the settlement.

The Court's final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. C-68 of the San Diego County Superior Court, located at 330 W Broadway, San Diego, California 92101. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

1. WHAT IS THE ACTION ABOUT?

The Plaintiff is a former employee of Defendants. The Plaintiff alleged Defendants violated California labor and employment laws as follows: (1) minimum wage violations, (2) failure to pay all overtime wages, (3) meal period violations, (4) rest period violations, (5) paid sick leave violations, (6) untimely payment of wages, (7) wage statement violations, (8) failure to reimburse business expenses, (9) unfair competition, and (10) civil penalties under the Private Attorneys General Act (Labor Code §§ 2698 *et seq*.). Plaintiff is represented by Ferraro Vega Employment Lawyers ("Plaintiff's Counsel.")

Defendants deny violating any laws or failing to pay any wages and contend it complied with all applicable laws.

2. WHAT ARE THE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Plaintiff, through Plaintiff's Counsel, will ask the Court to approve a Gross Settlement Amount of $875,000 and authorize the following payments from that amount: Service Payment to the Plaintiff ($10,000), Attorneys' Fees in the amount of $288,750, representing 33% of the Gross Settlement Amount, Litigation Costs (not to exceed $45,000), the LWDA's 65% portion of the PAGA Payment ($13,000), the PAGA Members' 35% portion of the PAGA Payment ($7,000), which will be divided equally among PAGA Members, and Administration Expenses (not to exceed $12,250) to be paid to the third-party settlement administrator.

After the above deductions in amounts approved by the Court, the Administrator will calculate and distribute Individual Class Payments to Participating Class Members based on their Credits and Individual PAGA Payments to PAGA Members based on an equal division of the $7,000 PAGA Payment to Employees. 40% of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and 30% shall constitute interest and 30% shall constitute penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings, any applicable union dues, and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Class Members and Aggrieved Employees should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by [[Response Deadline]] (the "Response Deadline"), which is 45 calendar days after the postmark date of this notice.

After the Judgment is final and Defendants have fully funded the settlement and separately paid all employer payroll taxes, Participating Class Members and Aggrieved Employees will be legally barred from asserting any of the claims released under the settlement, as follows:

2.1. Class Release

In exchange for the payments by Defendants as described herein, upon Final Approval, and except as to such rights or claims as may be created by this Settlement Agreement, the Participating Settlement Class Members, including the Named Plaintiff (who shall not opt out), jointly, severally, shall, and hereby do fully release and discharge Defendants and Released Parties from any and all claims, judgments, liens, losses, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorney's fees, damages, indemnities, actions, causes of action, and obligations of every kind and nature in law, equity or otherwise, known or unknown, suspected or unsuspected, disclosed or undisclosed, contingent or accrued, occurring up to the date of December 31, 2025, and arising out of the dispute which is the subject of the Actions or which could have been asserted in the Actions based on the facts alleged, whether in contract, violation of any state or federal statute, rule, or regulation, arising out of, concerning, or in connection with any act or omission alleged in the Actions by or on the part of Released Parties, including, without limitation, those relating to the failure to pay wages for all time worked at the minimum wage rate; failure to

pay overtime wages; failure to provide meal periods and/or pay meal period premium wages; failure to provide rest breaks and/or pay rest break premium wages; failure to pay all paid sick leave wages; failure to provide accurate wage statements; failure to timely pay wages due at the time of termination of employment; failure to reimburse for necessary business expenses; penalties relating to the failure to provide rest breaks, meal periods, and/or inaccurate wage statements, or other alleged wage and hour violations and related recordkeeping requirements, including, without limitation, violation of Business & Professions Code section 17200, the applicable California Industrial Welfare Commission Order, or any other California or federal laws relating to the failure to pay wages and penalties based on the facts alleged in the First Amended Complaint during the Class Period ("Class Claims Released"). Class Claims Released include any unknown claims that Participating Settlement Class Members do not know or suspect to exist in their favor, which if known by them, might have affected this Settlement Agreement with Defendants and release of Released Parties. The Class Claims Released do not include any workers' compensation claims, claims for physical bodily harm, discrimination claims, or any other claims not directly related to the Class Claims Released.

2.2. PAGA Release

All PAGA Members, regardless of whether they opt out of the Class Settlement, will release their right to pursue PAGA claims and PAGA penalties through December 31, 2025, based on the facts alleged in the Actions.

3. HOW IS MY INDIVIDUAL CLASS PAYMENT CALCULATED?

The number of Qualifying Shifts you worked during the Class Period is stated on the first page of this Class Notice. The Administrator will calculate your Individual Class Payment by (1) assigning a Credit for each Qualifying Shift worked by Participating Class Members during the Class Period; (2) dividing the Net Settlement Amount, less the $7,000 PAGA Payment to Employees, by the total number of Credits for all Participating Class Members; and then (3) multiplying the result by your total number of Credits. If you have no Qualifying Shifts or partial Qualifying Shifts, you will be rounded up to at least one credit. In other words, you will receive a proportional recovery based on your Credits in relation to other Class Members.

4. HOW IS MY INDIVIDUAL PAGA PAYMENT CALCULATED?

The $7,000 PAGA Payment to Employees will be divided by the total number of PAGA Members, and each PAGA Member will receive the same amount as the Individual PAGA Payment, regardless of whether the PAGA Member opts out of the Class Settlement. The amount is not based on the number of shifts, weeks, or length of employment. If you are a PAGA Member, your estimated Individual PAGA Payment is shown on the first page of this Class Notice.

5. HOW CAN I CORRECT OR CHALLENGE THE NUMBER OF QUALIFYING SHIFTS?

You have until the [**DISPUTE DEADLINE]** (30 days after the postmark date of this Notice) to correct or challenge the number of Qualifying Shifts. You can submit your challenge by signing and sending a letter and any supporting documentation to the Administrator via mail or email at the following address:

Administrator:
[ADMIN NAME]
[ADMIN MAILING ADDRESS]
[CITY, STATE, ZIP]
[FAX NO]
[PHONE NO]
[ADMIN EMAIL]
[SETTLEMENT WEBSITE]

The Administrator will accept Defendants' calculation of Qualifying Shifts as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

6. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member and Aggrieved Employee following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

7. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete the attached Request for Exclusion form and mail or email it to the Administrator by the Response Deadline (45 calendar days after the postmark date of this Notice). If you opt-out, you will not receive an Individual Class Payment and you will not be bound by the Class Release. If you opt out of the Class Settlement by submitting a timely Request for Exclusion and are an Aggrieved Employee, you will still receive your Individual PAGA Payment and be bound by the PAGA Release.

8. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator no later than the Response Deadline (45 calendar days after the postmark date of this Notice). To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment.

Alternatively, a Participating Class Member can object (or personally retain a lawyer at your own expense to object at your own cost) by attending the Final Approval Hearing. If you intend to

appear, you must include a statement of your intent to appear (a "Notice of Intention to Appear") in your objection, along with copies of any papers, exhibits, or other evidence you intend to present. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection.

9. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on [[Final Approval Hearing Date]] at [[Final Approval Hearing Time]] in Dept. **C**-68 of the San Diego County Superior Court, located at 330 W Broadway, San Diego, California 92101. At the hearing, the judge will decide whether to grant final approval of the Settlement and whether to approve the requested Service Award, Attorneys' Fees and Costs, Administrative Costs, and other payments provided for in the Settlement Agreement. The Court will invite comment from objectors, Plaintiff's Counsel, and Defense Counsel before deciding.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Plaintiff's Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

10. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the following website [[website]]. You can also telephone or send an email to Plaintiff's Counsel at the address below:

<u>Plaintiff's Counsel</u>
Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Conor J.D. Gómez (State Bar No. 337395)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 telephone

11. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. Settlement checks will remain negotiable for 180 calendar days. Before transferring unclaimed funds to the California State Controller's Office Unclaimed Property Fund, the Administrator will undertake the location and check-reissuance procedures required by the Settlement Agreement. Contact the Administrator promptly if your check is lost, misplaced, or not received. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

DO NOT CONTACT THE COURT OR THE COURT CLERK TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Request for Exclusion, Objection, and Qualifying Shift Dispute Form

Charlie Martinez v. Marathon Petroleum Company LP, et al.
Superior Court of the State of California for the County of San Diego
Case No. 25CU001016C

By signing and returning this form, I confirm that I:

☐ do not want to be included in the Class Settlement or receive a settlement check in the class action lawsuit referenced above. **I understand that by opting out, I am giving up my right to receive an Individual Settlement Award for the Class Claims. If I am a PAGA Member, I will still receive my Individual PAGA Payment and be bound by the PAGA Release.**

☐ object to the Settlement for the following reason(s):
_____
_____
_____
_____
_____.

Additional pages may be attached along with any documentation or other evidence in support of your objection.

☐ dispute my calculated the number of Qualifying Shifts used to calculate my Individual Class Payment. I believe my number of Qualifying Shifts should be: _____. I worked for Defendant from _____ to _____. Additional pages may be attached along with any documentation or other evidence in support of your dispute to your calculated number of Qualifying Shifts.

For a Request for Exclusion (i.e. request to **NOT** be included in the Settlement if marked above), or objection (if marked above), and/or the number of Qualifying Shifts dispute to be valid, this form must be postmarked no later than [[Response Deadline]] and mailed via U.S. Mail, emailed, or faxed to the Administrator below:

[ADMIN NAME]
[ADMIN MAILING ADDRESS]
[CITY, STATE, ZIP]
[FAX NO]
[PHONE NO]
[ADMIN EMAIL]
[SETTLEMENT WEBSITE]

I confirm I have reviewed the Notice of Class and PAGA Action Settlement and I have voluntarily made the following: a request to be excluded from the class action settlement, an objection to the settlement, and/or a dispute regarding the number of Qualifying Shifts (as marked above). My decision was fully informed, and I understand the consequences of making such decision.

Dated: _____

_____
(Signature)

_____
(Last Four Digits of SSN)

_____
(Type or print name and former name(s))

_____
(Telephone Number)

_____
(Address)