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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF KERN**

18 LONDON FULMER, JR. and ANTHONY
19 MASSEY; individually, and on behalf of other
20 members of the general public similarly situated,
and on behalf of aggrieved employees pursuant
21 to the Private Attorneys General Act ("PAGA");

22 Plaintiffs,

23 v.

24 GOLDEN STATE DRILLING, INC., a
25 California Corporation and Does 1 through 100,
inclusive,

26 Defendants.
27
28

) Case No.: S-1500-CV-279707
) Consolidated
) Case Nos.: S-1500-CV-281013
) S-1500-CV-281000
) BCV-16-100108

) Hon. Judge Stephen D. Schuett

) **CLASS ACTION**

) **JOINT STIPULATION OF**
) **SETTLEMENT AND RELEASE**

) Fulmer Complaint Filed: June 25, 2013
)
)
)

1 Subject to Court approval, this Stipulation of Settlement and Release (“Settlement
2 Agreement”) is entered into by and between Plaintiff Landon Fulmer, Plaintiff Anthony Massey
3 and Plaintiff Fidel Betancourt, as individuals and on behalf of all members of a certified class as
4 defined in this Settlement Agreement, and Defendant Golden State Drilling, Inc., all of whom are
5 parties to the class action (defined in Paragraph 2 below).

6 **DEFINITIONS**

7 As used in this Settlement Agreement, the following terms shall have the following
8 meanings:

- 9 1. “Claims Administrator” means ILYM Group, Inc.
- 10 2. “Class Action” means the civil class action styled *Landon Fulmer, individually*
11 *and on behalf of other members of the general public similarly situated v. Golden State Drilling,*
12 *Inc., a California corporation, et al.*, filed in the Superior Court of California, County of Kern,
13 Case No. S-1500-CV-279707 and *Fidel Betancourt, et al. v. Golden State Drilling, Inc.*, Case
14 No. S-1500-281013 (“Betancourt”). Case Nos. S-1500-281000 and BCV-16-100108 are
15 excluded from this Settlement. The Betancourt case was rendered moot by litigation
16 developments in the Fulmer case and is therefore likewise being resolved and will be dismissed
17 as a result of this Joint Stipulation.
- 18 3. “Class Member” means each person who is a member of the Settlement Class
19 defined in Paragraph 29 below.
- 20 4. “Class Counsel” means Douglas Han, Shunt Tatavos-Gharajeh, and Daniel J. Park
21 of the Justice Law Corporation and R. Rex Parris, Kitty K. Szeto, John M. Bickford, and Ryan
22 A. Crist of Parris Law Firm.
- 23 5. “Complaint” means the Second Amended Complaint filed by Plaintiffs in this
24 Class Action on August 9, 2016.
- 25 6. “Class Notice” means the notice to the Class of the proposed settlement of this
26 Class Action, substantially in the form of attached Exhibit A1 or A2, or as otherwise agreed to
27 by the Parties and approved by the Court.
- 28

1 7. “Costs of Claims Administration” means the costs payable from the Gross
2 Settlement Fund to the Claims Administrator for administering this Settlement Agreement,
3 including but not limited to: printing, distributing, mailing, and tracking notices and forms for
4 this Settlement Agreement; tax reporting; distributing all payments from the Gross Settlement
5 Fund; and providing necessary reports and declarations as requested by the Parties or the Court.

6 8. “Defendant” means Golden State Drilling, Inc.

7 9. “Defense Counsel” means Mark L. Eisenhut, John T. Egley, and Joshua G. Simon
8 of Call & Jensen, a Professional Corporation.

9 10. “Effective Date” means the later of (a) if no appeal of the Court’s Final Approval
10 Order is filed, the date the notice of entry of order and/or judgment is filed, or (b) if an appeal is
11 filed, the day after the final resolution of the appeal (including any requests for rehearing and/or
12 petitions for writ of certiorari) and/or the expiration of any time period for any further appeal or
13 judicial review, resulting in the final judicial approval of the Agreement.

14 11. “Eligible Class Members” means all persons who are members of the
15 Settlement Class, except for those persons who have requested exclusion from the settlement as
16 provided in this Settlement Agreement and the Class Notice.

17 12. “Eligible Class Members’ Settled Claims” means all claims and causes of action
18 for wages, premium payments, economic damages, non-economic damages, restitution,
19 penalties, or liquidated damages against the Released Parties by the Eligible Class Members or
20 successors or assigns of any of them (whether directly, indirectly, representatively, derivatively,
21 or in any other capacity) arising out of any claim under California law during the Settlement
22 Period based upon the allegations in the Complaint, or which could have been alleged in the
23 Complaint based upon the factual allegations therein, including but not limited to the following:
24 (a) any claim under California law, including claims for violation of Labor Code §§ 226.7 and
25 512, based on the failure to provide meal periods and rest breaks and the failure to provide
26 premiums for missed meal periods and rest breaks; (b) any claim under California law, including
27 claims for violation of Labor Code §§ 510 and 1194, based on the failure to pay minimum wages
28 and overtime wages; (c) any claim under California law, including claims for violation of Labor

1 Code § 203, based on the failure to fully and timely pay wages upon termination or within
2 required time thereof; (d) any claim under California law, including claims for violation of Labor
3 Code § 226, based on the failure to provide accurate itemized wage statements; (e) any claim
4 under California law, including claims for violation of Labor Code § 2802, based on the failure
5 to provide reimbursement for business expenses; (f) any claim for penalties provided in the
6 California Labor Code that are associated with the claims and factual allegations as the above
7 items (a)-(f); (g) any claim for penalties associated with Labor Code § 2698 *et seq.* (“PAGA”)
8 arising from the claims and factual allegations as the above items (a)-(f) including California
9 Labor Code §§ 203, 226, 226.7, 510, 512, 1194, 2802; and (h) any claim under California law
10 based on a violation of Business & Professions Code § 17200, *et seq.* for restitution from the
11 same factual allegations as above in items (a)-(f). Eligible Class Members’ Settled Claims only
12 applies during the time period when Settlement Class Members worked as non-
13 exempt employees.

14 13. “Final Approval Order” means the final formal court order signed by the Court at
15 or after the Settlement Fairness Hearing in accordance with the terms herein approving this
16 Settlement Agreement substantially in the form attached as Exhibit D.

17 14. “Final Judgment” means approval by the Court of the proposed Final Judgment
18 substantially in the form attached as Exhibit E.

19 15. “Gross Settlement Fund” means the maximum amount of Six Million Seven
20 Hundred and Fifty Thousand Dollars (\$6,750,000.00) to be paid by Defendant under the terms
21 and conditions of this Settlement Agreement. The Gross Settlement Fund includes but is not
22 limited to all payments under PAGA and the employer’s share of Payroll Taxes, which are
23 integral parts of this Settlement Agreement, and in no event shall the Gross Settlement Fund, or
24 the amount Defendant is required to pay pursuant to this Settlement Agreement, exceed the sum
25 of Six Million Seven Hundred and Fifty Thousand Dollars (\$6,750,000.00).

26 16. “Implementation Schedule” means the dates agreed upon by counsel for the
27 Parties and approved by the Court for implementing the Settlement Agreement. The
28 Implementation Schedule is set forth as Exhibit B to this Settlement Agreement.

1 17. “Labor Workforce and Development Agency Payment” means the amount that
2 the Parties have agreed to pay to the State of California Labor Workforce and Development
3 Agency in connection with the claims under the California Labor Code Private Attorneys
4 General Act of 2004 (“PAGA”) (Cal. Lab. Code § 2698, et. seq.) and approved by the Court.
5 The Labor Workforce and Development Agency Payment shall equal Ten Thousand Dollars
6 (\$10,000.00), subject to Court approval, of which Seven Thousand Five Hundred Dollars
7 (\$7,500.00) shall be paid to the Labor & Workforce Development Agency and Two Thousand
8 Five Hundred Dollars (\$2,500.00) shall be part of the Net Settlement Fund.

9 18. “Named Plaintiffs” means Landon Fulmer, Jr., Anthony Massey and
10 Fidel Betancourt.

11 19. “Named Plaintiffs Enhancement Payment” means the amount approved by the
12 Court to be paid to Plaintiff Landon Fulmer, Jr., Anthony Massy and Fidel Betancourt in
13 recognition of their efforts in coming forward as a named plaintiffs, which payment is not to
14 exceed a sum of One Hundred Thousand Dollars (\$100,000.00, \$50,000 for Plaintiff Landon
15 Fulmer, Jr. and \$25,000 each for Plaintiff Anthony Massey and Fidel Betancourt) and is in
16 addition to any Settlement Award to which he may be entitled.

17 20. “Named Plaintiffs’ Settled Claims” means any and all claims, discharges, rights,
18 complaints, obligations, promises, agreements, suits, rights, costs, losses, liens, penalties, fines,
19 wages, liquidated damages, restitutionary amounts, interest, punitive damages, controversies,
20 liabilities, debts, liabilities, demands, obligations, money owed, interest, guarantees, costs,
21 expenses, back wages, premium payments, restitution, penalties (including but not limited to
22 waiting time penalties), attorney’s fees and costs, damages (including, without limitation,
23 economic damages, non-economic damages, or liquidated damages), actions or causes of action,
24 or other legal responsibilities, of any form whatsoever arising before the entry of the Preliminary
25 Approval Order, whether based upon federal, state, local, constitutional, statutory, or common
26 law, or any other law, rule, or regulation, whether known or unknown, unforeseen, unanticipated,
27 unsuspected, or latent, that have been or could have been asserted by Named Plaintiffs or a
28 successor or assign of Named Plaintiffs, whether directly, indirectly, representatively,

1 derivatively, or in any other capacity, against any of the Released Parties. The Named Plaintiffs’
2 Settled Claims include, but are not limited to, all claims arising under, related to, or based upon
3 the California Labor Code, including penalties associated with those claims; all claims arising
4 under, related to, or based upon California Business and Professions Code § 17200 *et seq.*,
5 including penalties associates with those claims; all penalties associated with Labor Code § 2698
6 *et seq.* (“PAGA”); and/or other penalties (including waiting time penalties) or restitution relating
7 to or derivative of any or all of those alleged failures, and the laws of contract, torts, and equity,
8 and including those claims that were asserted or could have been asserted in the Class Action,
9 and those claims that arise out of Named Plaintiffs’ former employment with any of the Released
10 Parties or the termination of that employment.

11 21. “Net Settlement Fund” means the Gross Settlement Fund minus: (i) the amount of
12 attorneys’ fees and costs awarded to Class Counsel by the Court; (ii) the Named Plaintiffs
13 Enhancement Payment (defined at Paragraph 19) approved by the Court; (iii) Costs of Claims
14 Administration associated with this Settlement Agreement; (iv) the Labor Workforce and
15 Development Agency Payment; (v) and Payroll Taxes. The Settlement Awards to Eligible Class
16 Members shall be paid out of the Net Settlement Fund.

17 22. “Parties” means Named Plaintiffs and Defendant.

18 23. “Payroll Taxes” means the amounts paid out of the Gross Settlement Fund for the
19 employer share of FICA, Medicare, FUTA, and California State Unemployment Taxes in
20 association with the Settlement Awards.

21 24. “Preliminary Approval Order” means the order entered by the Court granting
22 preliminary approval to this Settlement Agreement in substantially the same form as that shown
23 in Exhibit C.

24 25. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of
25 Treasury Regulations § 1.46B-1, 26 C.F.R. § 1.468B-1 *et seq.*, that is established by the Claims
26 Administrator for the benefit of Eligible Class Members, Named Plaintiffs, and Class Counsel.

27 26. “Released Parties” means (i) Defendant and (ii) Defendant’s past, present, and
28 future parent companies, subsidiaries, divisions, related or affiliated companies, shareholders,

1 officers, directors, employees, agents, attorneys, insurers, investors, successors and assigns,
2 owners, officials, branches, partners, units, assigns, principals, heirs, representatives,
3 accountants, auditors, reinsurers, predecessors in interest, beneficiaries, subrogees, executors,
4 members, privies, administrators, fiduciaries, and trustees.

5 27. “Settlement Agreement” means this Agreement and all Exhibits attached to it.

6 28. “Settlement Award” means the gross payments that each Eligible Class Member
7 shall be entitled to receive pursuant to the terms of the Settlement Agreement.

8 29. “Settlement Class” means all current or former California-based hourly paid or
9 non-exempt Drillers, Safety Captains, Derrickmen, Motormen, Piperackers, and Trainees, or
10 employees with substantially similar job duties, who worked for Golden State Drilling within the
11 State of California at any time from June 27, 2009 through the date of entry of the Preliminary
12 Approval Order.

13 30. “Settlement Fairness Hearing” means the hearing to be requested by the Parties
14 and conducted by the Court, following appropriate notice to the Settlement Class and an
15 opportunity for members of the Settlement Class who worked for Defendant at any time after
16 July 13, 2017 to exclude themselves from participation in the Settlement Class and the proposed
17 settlement, at which the Parties will request the Court to approve the fairness, reasonableness,
18 and adequacy of the terms and conditions of the proposed settlement and this Settlement
19 Agreement and to enter the Final Approval Order.

20 31. “Settlement Period” means June 27, 2009 through the date of entry of the
21 Preliminary Approval Order.

22 **RECITALS**

23 32. On June 26, 2013, Named Plaintiff Landon Fulmer, Jr. filed the Class Action
24 against Defendant and Does 1-100 alleging: failure to provide meal periods and rest breaks;
25 failure to provide premiums for missed meal periods and rest breaks; failure to provide accurate
26 itemized wage statements; waiting time penalties; and unfair business practices. On July 13,
27 2017, the Court granted class action status to the lawsuit.

1 33. Class Counsel and Defense Counsel performed formal discovery, legal analysis
2 and data analysis to allow the Parties to assess the relative merits of the Named Plaintiffs'
3 claims, the Class Members' claims and Defendant's various defenses. The Parties also litigated
4 the consolidated matters heavily, hiring experts to conduct analysis on damages and liability.

5 34. On May 3, 2018, the Parties participated in arm's-length mediation with mediator
6 Paul Grossman in Los Angeles, California. At the conclusion of mediation, the Parties reached
7 agreement on a settlement of the Class Action, and entered into a binding memorandum
8 of understanding.

9 35. Class Counsel and Defense Counsel have investigated the facts relating to the
10 claims alleged and have made a thorough study of the legal principles applicable to the claims
11 asserted against Defendant. Class Counsel and Defense Counsel agree that there are numerous
12 disputed issues of fact and law relating to the claims sought to be asserted in the Class Action.
13 Through discovery, Class Counsel has independently investigated Defendant's policies and
14 practices, and the potential damages resulting from the causes of action alleged in the Complaint.
15 Based upon this investigation, and taking into account the sharply contested legal and factual
16 issues involved, the expense and time necessary to prosecute the Class Action through trial, as
17 well as the risks, uncertainty and costs of further prosecution, the difficulty of proof necessary to
18 establish a class for purposes of liability, current and past economic condition of Defendant, and
19 the relative benefits conferred upon Named Plaintiffs and Class Members pursuant to this
20 Settlement Agreement, Class Counsel has concluded that a settlement with Defendant, on the
21 terms set forth in this Settlement Agreement, is fair, reasonable, adequate and in the best interests
22 of Named Plaintiffs and Class Members.

23 36. Defendant has asserted defenses to the claims alleged in the Class Action and
24 expressly denies each of the claims asserted against it, as well as any and all liability arising out
25 of the conduct and facts alleged in the Class Action. Defendant nevertheless desires to settle the
26 Class Action because further defense of the Class Action would be protracted and expensive, and
27 substantial amounts of time, energy and resources of Defendant have been and, unless this
28 settlement is made, will continue to be devoted to the defense of the claims asserted in the Class

1 Action. Defendant has agreed, therefore, to settle in the manner and upon the terms set forth in
2 this Settlement Agreement in order to resolve the claims that were or could have been asserted
3 on behalf of the Class.

4 NOW, THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the undersigned,
5 that the Class Action shall be settled, subject to the approval of the Court, pursuant to the
6 following terms and conditions:

7 **BASIC SETTLEMENT TERMS**

8 37. The Parties enter into this Settlement Agreement to resolve the dispute that has
9 arisen between them and to avoid the burden, expense and risk of continued litigation. In
10 entering into this Settlement Agreement, Defendant does not admit, and specifically denies, that
11 it has breached any contract, violated or breached any duty, engaged in any misrepresentation or
12 deception, or violated any federal, state, or local law, constitution, or common law, any rules,
13 regulations, or guidelines promulgated pursuant to any statute, or any other applicable laws,
14 regulations or legal requirements. Neither this Settlement Agreement, nor any of its terms or
15 provisions, nor any of the negotiations connected with it, shall be construed as an admission or
16 concession by Defendant of any such violations or failures to comply with any applicable law.
17 Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this
18 Settlement Agreement and its terms and provisions shall not be offered or received as evidence
19 in any action or proceeding for any reason whatsoever, including but not limited to establish any
20 liability or admission on the part of Defendant or to establish the existence of any condition
21 constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

22 38. It is hereby agreed, by and between the Parties, through their respective counsel
23 of record, and subject to the approval of the Court, in consideration of the benefits inuring to
24 the Parties hereto, condition upon Defendant's full payment of the Gross Settlement Fund, and
25 without admission of any liability or wrongdoing whatsoever by Defendant, that upon entry of
26 the Final Approval Order: (i) Named Plaintiffs shall be deemed to have jointly and severally
27 released and forever discharged the Released Parties from any and all Named Plaintiffs'
28 Settled Claims; (ii) each Eligible Class Member shall be deemed to have jointly and severally

1 released and forever discharged the Released Parties from any and all Eligible Class
2 Members' Settled Claims; and (iii) Named Plaintiffs and each Eligible Class Member shall be
3 deemed to be enjoined from filing a claim with the Division of Labor Standards Enforcement
4 or from initiating any other proceeding against Defendant for the Named Plaintiffs' Settled
5 Claims or the Eligible Class Members' Settled Claims.

6 39. Named Plaintiffs agree that, with respect to Named Plaintiffs' Settled Claims,
7 upon entry of the Final Approval Order, and conditioned upon full payment of the Enhancement
8 Payments, they shall be deemed to have, and by operation of the Final Judgment shall have,
9 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights
10 and benefits of Section 1542 of the California Civil Code, or any other similar provision under
11 federal or state law, which Section provides:

12 **Section 1542. [Certain claims not affected by general release.]**
13 **A general release does not extend to claims which the creditor**
14 **does not know or suspect to exist in his or her favor at the time**
15 **of executing the release, which if known by him or her must**
16 **have materially affected his or her settlement with the debtor.**

17 Named Plaintiffs may hereafter discover facts in addition to or different from those they now
18 know or believe to be true with respect to the subject matter of Named Plaintiffs' Settled Claims
19 which, if known by them might have affected their settlement with, and release of, the Released
20 Parties. But upon entry of the Final Approval Order, Named Plaintiffs shall be deemed to have,
21 and by operation of the Final Judgment shall have, fully, finally, and forever settled and released
22 any and all of Named Plaintiffs' Settled Claims, whether known or unknown, suspected or
23 unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon
24 any theory of law or equity now existing or coming into existence in the future, including, but
25 not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any
26 duty, law or rule, without regard to the subsequent discovery or existence of such different or
27 additional facts. Notwithstanding the foregoing, Named Plaintiffs' Settled Claims shall not
28 include any claim or right that as a matter of law cannot be waived or released.

40. Subject to Court approval and the conditions specified in this Settlement
Agreement and in exchange for the release of all Eligible Class Members' Settled Claims, and

1 the release of Named Plaintiffs' Settled Claims, Defendant shall pay the Gross Settlement Fund
2 according to the payment plan in the Implementation Schedule in the gross amount of Six
3 Million Seven Hundred and Fifty Thousand Dollars (\$6,750,000.00). In no event shall the
4 amount Defendant is required to pay under this Settlement Agreement exceed the Gross
5 Settlement Amount.

6 41. Defendant shall provide the Claims Administrator with the Gross Settlement Fund
7 according to the payment plan in the Implementation Schedule to be held in the QSF until the
8 distribution dates. The delivery all payments under the Implementation Schedule by Defendant
9 to the Claims Administrator of the Gross Settlement Fund shall constitute full and complete
10 discharge of the entire obligation of Defendant under this Settlement Agreement. All payments
11 that Defendant is required to make with respect to this Settlement Agreement shall be from the
12 Gross Settlement Fund. No Released Party shall have any further obligation or liability under
13 this Settlement Agreement to Representative Plaintiffs, Eligible Class Members, Class Counsel,
14 or the Claims Administrator.

15 42. Before any Settlement Awards are paid to Eligible Class Members, payments
16 from the Gross Settlement Fund shall be made for (a) the amount of attorneys' fees and costs
17 awarded to Class Counsel by the Court; (b) the enhancement payments to Named Plaintiffs as set
18 forth in this Settlement Agreement and approved by the Court; (c) the Costs of Claims
19 Administration associated with this Settlement Agreement; and (d) the Labor Workforce and
20 Development Agency Payment.

21 43. Subject to Court approval and for purposes of effectuating this Settlement
22 Agreement, the following amounts shall be paid from the Gross Settlement Fund:

23 a. Named Plaintiffs. In exchange for the release of all Named Plaintiffs'
24 Settled Claims, Named Plaintiffs shall be paid an enhancement payment in the amount of Fifty
25 Thousand Dollars (\$50,000.00) for Plaintiff Fulmer, Twenty-five Thousand Dollars (\$25,000.00)
26 for Plaintiff Massey, and Twenty-Five Thousand Dollars (\$25,000.00) for Plaintiff Betancourt,
27 in addition to their Settlement Awards. This enhancement payment shall be paid to Named
28 Plaintiffs to compensate them for the effort they undertook on behalf of the Settlement Class.

1 Defendant or the Claims Administrator shall issue Named Plaintiffs an IRS Form 1099 for this
2 payment. Should the Court approve a lesser amount, the difference between the lesser amount
3 and the foregoing class representative service payments shall be added to the Net
4 Settlement Fund.

5 b. Class Counsel. Class Counsel shall be paid no more than thirty-five
6 percent 35% of the Gross Settlement Fund or Two Million Three Hundred and Sixty-Two
7 Thousand Five Hundred Dollars (\$2,362,500.00) for attorney fees; and all reasonable costs
8 expended in litigating this case which shall not exceed four Hundred Thousand Dollars
9 (\$400,000.00) of the Gross Settlement Fund. The Claims Administrator will pay the court-
10 approved amounts for the attorneys fees and costs out of the Gross Settlement Fund. Claims
11 Administrator may purchase an annuity to utilize US treasuries and bonds or other attorney fee
12 deferral vehicles for Class Counsel. Defendant agrees not to oppose any application or motion
13 by Class Counsel for attorneys' fees and costs up to these amounts, and Class Counsel agrees not
14 to petition the Court for any additional payments for fees, costs, or interest. The payment
15 approved by the Court pursuant to this subparagraph, whether in the amount sought by Class
16 Counsel or less as determined by the Court, shall constitute full satisfaction of Defendant's
17 and/or any of the Released Parties' obligations to pay amounts to any person, attorney, or law
18 firm for attorneys' fees, expenses, or costs incurred on behalf of Named Plaintiffs, and/or the
19 Settlement Class, and shall relieve Released Parties from any other claims or liability to any
20 other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of them
21 may claim to be entitled on behalf of Named Plaintiffs, and/or the Settlement Class. If the Court
22 approves a lesser amount of fees and expenses than that which is sought by Class Counsel, the
23 Parties may not void this Settlement Agreement on that basis. Class Counsel shall be solely and
24 legally responsible to pay any and all applicable taxes on the payment made pursuant to this
25 subparagraph and agrees to indemnify and hold harmless Defendant from any claim or liability
26 for taxes, penalties, or interest for which Class Counsel is responsible as a result of the payment
27 or any allocation of the payment made pursuant to this subparagraph. Class Counsel further
28

1 agrees that any attorneys fees granted will be allocated equally between Justice Law Corporation
2 and Parris Law Firm.

3 c. Claims Administrator Costs. The Claims Administrator shall be paid for
4 the costs of administration of the Settlement Agreement and for distribution of all payments from
5 the Gross Settlement Fund. The estimate of such costs of administration and for the
6 disbursement of the Gross Settlement Fund is Eighteen Thousand Dollars (\$18,000.00). This
7 estimate includes the required tax reporting on the individual Settlement Amounts, including the
8 issuing of IRS 1099 Forms and IRS W-2 Forms. No fewer than thirty (30) days before the Final
9 Approval Hearing, the Claims Administrator shall provide the Court and all counsel for the
10 Parties with a statement detailing the costs of administration of the Gross Settlement Fund. The
11 Parties and their Counsel agree to cooperate in the settlement administration process and to make
12 all reasonable efforts to control and minimize the costs and expenses incurred in the
13 administration of the Settlement. An IRS Form 1099 – MISC, Box 7 shall be issued to the
14 Claims Administrator. The Parties each represent they do not have any financial interest in the
15 Claims Administrator or otherwise have a relationship with the Claims Administrator that could
16 create a conflict of interest.

17 d. Labor Workforce and Development Agency Payment. The Parties have
18 agreed to pay to the Labor Workforce and Development Agency in connection with the claims
19 under PAGA (Cal. Lab. Code § 2698, et. seq.) the Labor Workforce and Development Agency
20 Payment, which shall equal Ten Thousand Dollars (\$10,000.00), subject to Court approval, of
21 which 75% will be paid to the Labor Workforce and Development Agency and 25% shall be
22 included in the Net Settlement Fund.

23 44. Tax Liability. Defendant makes no representations as to the tax treatment or legal
24 effect of the payments called for under this Settlement Agreement, and Class Members are not
25 relying on any statement or representation by Defendant in this regard. Class Members
26 understand and agree that Class Members will be solely responsible for the payment of any taxes
27 and penalties assessed on the payments described in this Settlement. Class Members understand
28 and agree that the Claims Administrator will be responsible for issuing all tax forms and any

1 necessary tax withholding. Each Class Member agrees to cooperate with Defendant and provide
2 such documentation as Defendant may reasonably request should any taxing authority challenge
3 the allocations of payments called for under this Settlement Agreement.

4 45. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS SETTLEMENT
5 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY,”
6 AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE
7 ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES
8 THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN
9 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
10 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL
11 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
12 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
13 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
14 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS
15 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
16 ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
17 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
18 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISER TO
19 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
20 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
21 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
22 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
23 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
24 OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF
25 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
26 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
27 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
28 SETTLEMENT AGREEMENT.

1 46. Once the payments designated in Paragraph 43 of this Settlement Agreement have
2 been made or awarded, the balance remaining shall constitute the Net Settlement Fund from
3 which Settlement Awards shall be made to Eligible Class Members.

4 47. Solely for purposes of effectuating this Settlement Agreement and in exchange for
5 the release of Eligible Class Members' Settled Claims, each Eligible Class Member who does
6 not opt out as of the deadline for submitting Requests for Exclusion shall be paid a Settlement
7 Award from the Net Settlement Fund.

8 a. The amount of the Settlement Award shall be based on the number of
9 shifts worked by each Class Member, as shown in relevant payroll records. Each Eligible Class
10 Member's Settlement Award will be calculated by multiplying the fraction x/y by the Net
11 Settlement Fund, where "x" equals the total number of shifts in which the particular Eligible
12 Class Member worked during the Class Period, and "y" equals the total number of shifts in
13 which all Class Members worked.

14 b. The aggregate amount of all potential Settlement Awards to all Eligible
15 Class Members shall not under any circumstances exceed the Net Settlement Fund.

16 c. Only Class Members who do not exclude themselves will receive a
17 Settlement Award.

18 d. Any uncashed settlement checks shall escheat to the California
19 Department of Industrial Relations pursuant to the unclaimed property laws of California in the
20 name of the Eligible Class Member.

21 48. The Parties recognize that the Settlement Awards to be paid to Eligible Class
22 Members reflect settlement of a dispute over claimed wages, reimbursement, interest, and
23 penalties. All Settlement Awards to Eligible Class Members are allocated as follows:

24 a. Twenty-five percent (25%) of the Settlement Awards shall be allocated for
25 payment of disputed wages to Class Members. For this portion of the Settlement Awards, Class
26 Members shall receive a W-2 form.

27 b. Seventy-Five percent (75%) of the Settlement Awards shall be allocated
28 for disputed reimbursement, interest and penalties. This portion of the Settlement Awards

1 consists of other income, not wages, for which the Class Members shall receive a 1099 form as
2 appropriate.

3 49. The Claims Administrator shall be responsible, subject to Court approval, for
4 determining eligibility for, and the amount of, the Settlement Awards to be paid to Eligible Class
5 Members. All eligibility and Settlement Award determinations shall be based on personnel and
6 payroll data maintained and provided by Defendant.

7 50. In no event shall there be any distribution from the Gross Settlement Fund until
8 after the Effective Date.

9 51. Neither the Settlement Class nor Class Counsel shall have any responsibility or
10 liability with respect to any administration costs incurred in connection with the administration
11 of, and the distribution from, the Net Settlement Fund.

12 52. No person shall have any claim against Defendant or any of the Released Parties,
13 Named Plaintiffs, the Settlement Class, or Class Counsel based on distributions or payments
14 made in accordance with this Settlement Agreement.

15 53. Defendant shall not be required to enter into any consent decree, nor shall
16 Defendant be required to agree to any provision for injunctive or prospective relief as part of this
17 Settlement Agreement.

18 54. Defendant, at its sole and independent discretion, shall have the right, but not the
19 obligation, to revoke this Settlement Agreement if requests for exclusions from the proposed
20 settlement are validly filed by at least ten percent (10%) of the Settlement Class. If Defendant
21 exercises this option, all of Defendant's obligations under this Settlement Agreement shall cease
22 to be of any force or effect; this Settlement Agreement and any orders entered in connection with
23 the settlement shall be vacated, rescinded, canceled, and annulled; and the Parties shall return to
24 the status quo as if the Parties had not entered into this Settlement Agreement. In addition, in
25 such event, the Settlement Agreement and all negotiations, court orders, and proceedings relating
26 thereto shall be without prejudice to the rights of any and all Parties, and all evidence relating to
27 the Settlement Agreement and all negotiations shall not be admissible or discoverable in the
28 Class Action or otherwise. Defendant shall exercise its rights under this paragraph, if at all, in

1 writing no later than seven (7) days after receiving the information to be provided by the Claims
2 Administrator pursuant to Paragraph 56 below by giving notice of such exercise to
3 Class Counsel.

4 55. The Parties agree that the Implementation Schedule shall govern implementation
5 of the Settlement Agreement, and that the dates set forth in the Implementation Schedule shall
6 only be continued based on (a) the mutual consent of counsel for the Parties, (b) delays due to
7 the Court's schedule, or (c) by Order of the Court.

8 **CLASS NOTICE AND SETTLEMENT FAIRNESS HEARING**

9 56. As part of this Settlement Agreement, the Parties agree to the following
10 procedures for obtaining the Court's preliminary approval of the Settlement Agreement,
11 certifying the Settlement Class, notifying the Settlement Class, obtaining final Court approval of
12 the Settlement Agreement and processing the Settlement Awards:

13 a. Named Plaintiffs shall request a hearing date before the Court for
14 preliminary approval of the Settlement Agreement. In conjunction with this request, the Parties
15 will jointly submit this Settlement Agreement and supporting papers, which shall set forth the
16 terms of this Settlement Agreement and will include proposed forms of all notices and other
17 documents as attached hereto necessary to implement the Settlement Agreement.

18 b. Solely for purposes of this Settlement Agreement, the Parties will request
19 the Court to enter a Preliminary Approval Order, substantially in the form attached as Exhibit C,
20 preliminarily approving the proposed settlement, and setting a date for the Settlement Fairness
21 Hearing. The Preliminary Approval Order shall provide for notice of the Settlement Agreement
22 and related matters to be sent to the Settlement Class as specified herein.

23 c. Objections to the settlement and/or requests for exclusion from the
24 Settlement Class, if any, shall be made using the procedures set forth below. The Parties believe
25 and agree that the proposed procedures for Class Notice provide the best practicable notice to the
26 Settlement Class.

27
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1 i. The Claims Administrator shall be responsible for preparing,
2 printing, and mailing to all members of the Settlement Class the Class Notices attached as
3 Exhibit A1 and A2 to this Settlement Agreement.

4 ii. No later than the date specified in the Implementation Schedule,
5 the Class Administrator shall send a copy of the Class Notice in the form attached as Exhibit A1
6 to all members of the Settlement Class who worked for Defendant at any time after July 13, 2017
7 and as Exhibit A2 to all other members of the Settlement Class via First Class regular U.S. mail,
8 postage prepaid, using the most current mailing address information available to Defendant as of
9 the date of mailing. Prior to mailing, the Claims Administrator will perform a search based on
10 the National Change of Address Database information to update and correct for any known or
11 identifiable address changes. Any Class Notice returned to the Claims Administrator as
12 undelivered within thirty (30) days before the deadline set forth in the Implementation Schedule
13 for Class Members to request exclusion or object shall be sent to any forwarding address affixed
14 thereto. If no forwarding address is provided for a Class Notice that is returned as undelivered,
15 then such Class Notice will be re-sent by the Claims Administrator after the address is updated
16 through a skip-trace search. The undelivered Class Notice will be re-sent within five days after
17 the Claims Administrator receives notice that the Class Notice was undeliverable. In the event
18 the procedures in this paragraph are followed, the Claims Administrator shall be deemed to have
19 satisfied its obligation to provide Class Notice to a member of the Settlement Class, and if an
20 intended recipient does not receive the Class Notice, the intended recipient shall nevertheless be
21 bound by all terms of the Settlement Agreement and the Final Approval Order. The objection
22 and opt-out deadlines shall not be extended for members of the Settlement Class whose original
23 notices are re-sent pursuant to this paragraph.

24 iii. The Class Notice shall provide that those members of the
25 Settlement Class who wish to object to the settlement must file a written statement of objection,
26 (“Notice of Objection”) with the Kern County Superior Court, located at 1415 Truxtun Avenue,
27 Bakersfield, CA 93301, on or before the date set forth in the Implementation Schedule, which is
28 attached to this Settlement Agreement as Exhibit B, and simultaneously serve on counsel for the

1 Parties a copy of that objection. The filing date of any such objection shall be deemed the
2 exclusive means for determining if a Notice of Objection is timely. The Notice of Objection
3 must state (a) the full name, address, and telephone number of the person objecting and (b) the
4 basis for the objection. Members of the Settlement Class who fail to make objections in the
5 manner specified in this subparagraph shall be deemed to have waived any objections and shall
6 be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement
7 Agreement.

8 iv. The Class Notice shall provide that members of the Settlement
9 Class who worked for Defendant at any time after July 13, 2017 and wish to exclude themselves
10 from the settlement must submit a written statement requesting exclusion (the “opt-out request”)
11 from the class postmarked on or before the date specified in the Implementation Schedule. Such
12 written request for exclusion or the opt-out request must contain the full name, address,
13 telephone number, and last four digits of the social security number of the person requesting
14 exclusion. Members of the Settlement Class are free to consult counsel regarding the opt-out
15 option. However, the opt-out must be personally signed by the member of the Settlement Class
16 who seeks to opt-out. No member of the Settlement Class may opt-out by a request signed by an
17 actual or purported agent or attorney acting on behalf of the member of the Settlement Class. No
18 opt-out request may be made on behalf of a group of members of the Settlement Class. Each
19 member of the Settlement Class who does not submit an opt-out request in compliance with this
20 paragraph shall be an Eligible Class Member. The opt-out request must be sent by mail to the
21 Claims Administrator and must be postmarked on or before the date specified in the
22 Implementation Schedule. Any member of the Settlement Class who worked for Defendant at
23 any time after July 13, 2017 and submits a valid and timely opt-out request as set forth herein
24 will not be entitled to any Settlement Award and will not be bound by the Settlement Agreement
25 or have any right to object, appeal, or comment thereon. Members of the Settlement Class who
26 fail to submit a valid and timely opt-out request as set forth herein on or before the date specified
27 in the Implementation Schedule shall be bound by all terms of the Settlement Agreement and the
28 Final Approval Order, regardless of whether they otherwise have requested exclusion from the

1 settlement. Members of the Settlement Class who did not not work for Defendant after July 13,
2 2017 are not eligible to opt-out of the settlement.

3 v. Class members shall have forty-five (45) calendar days to object to
4 the Settlement.

5 vi. No later than fourteen (14) days after the deadline to object, the
6 Claims Administrator shall provide to the Court and Counsel for the Parties a declaration that
7 includes, but is not limited to, the following information: (i) the total number of members of the
8 Settlement Class who were sent the Class Notice; (ii) the total number of members of the
9 Settlement Class who submitted valid and timely opt-out requests; and (iii) the total number of
10 members of the Settlement Class who objected.

11 d. Upon expiration of the deadline to object, a Settlement Fairness Hearing
12 shall be conducted to determine final approval of the settlement along with the amounts properly
13 payable for (i) attorneys' fees and costs; and (ii) the enhancement payment to Named Plaintiffs.
14 Upon final approval of the settlement by the Court at or after the Settlement Fairness Hearing,
15 the Parties shall present the Final Approval Order and Final Judgment to the Court for its
16 approval and entry substantially in the form attached hereto as Exhibits D and E. After entry of
17 the Final Approval Order and Final Judgment, the Court shall have continuing jurisdiction solely
18 for purposes of addressing (i) settlement administration matters and (ii) such post final judgment
19 matters as may be appropriate under court rules.

20 e. The Claims Administrator shall be responsible for determining eligibility
21 for, and amount of, payment. All Eligible Class Members who do not opt-out will be eligible to
22 receive a Settlement Award. Settlement Awards shall be paid pursuant to the settlement formula
23 set forth herein no later than the date specified in the Implementation Schedule. The Claims
24 Administrator shall determine the eligibility for, and the amounts of, any Settlement Awards
25 under the terms of this Settlement Agreement. The determination shall be conclusive, final, and
26 binding on all Parties, including all members of the Settlement Class. Administration of the
27 settlement shall be completed on or before the date specified in the Implementation Schedule.
28 Upon completion of administration of the settlement, the Claims Administrator shall provide

1 written certification of such completion to the Court and Class Counsel. Any checks reflecting
2 Settlement Awards shall remain valid and negotiable for one hundred twenty (120) days from the
3 date of their issuance.

4 f. Defendant's own attorneys' fees and legal costs and expenses incurred in
5 the Class Action shall be borne by Defendant from Defendant's separate funds and not from the
6 Gross Settlement Fund.

7 g. If (i) the Court does not enter the Preliminary Approval Order of the
8 proposed settlement following the Motion for Preliminary Approval; (ii) the Court does not
9 finally approve the proposed settlement; (iii) the Court does not enter the Final Approval Order
10 in a form the same as, or substantially similar to, the one submitted by the Parties; or (iv) the
11 settlement does not become final due to an appeal or for any other reason, this Settlement
12 Agreement shall be null and void and any order or judgment entered by the Court in furtherance
13 of this settlement shall be treated as void *ab initio*. In such a case, the Parties shall proceed in all
14 respects as if this Settlement Agreement had not been executed.

15 57. Neither the terms of this Settlement Agreement nor any enhancement payment
16 paid to Named Plaintiffs, nor any Settlement Award paid to Eligible Class Members shall have
17 any effect on the eligibility or calculation of employee benefits of Named Plaintiffs or Eligible
18 Class Members. The Parties agree that any Settlement Awards paid to Eligible Class Members
19 under the terms of this Settlement Agreement do not represent any modification of any Eligible
20 Class Member's previously credited hours of service or other eligibility criteria under any
21 employee pension benefit plan, employee welfare benefit plan, or other program or policy
22 sponsored by Defendant. Further, the Settlement Awards shall not be considered
23 "compensation" or "annual earnings for benefits" in any year for purposes of determining
24 eligibility for, or benefit accrual within an employee pension benefit plan, employee welfare
25 benefit plan, or other program or policy sponsored by any of the Released Parties.

26 58. Defendant and the Released Parties deny any and all claims asserted or that could
27 have been asserted on behalf of the Settlement Class and deny all wrongdoing whatsoever. This
28 Settlement Agreement is not a concession or admission, and shall not be used against Defendant

1 or any of the Released Parties as an admission or indication with respect to any claim of any
2 fault, concession, or omission by Defendant or any of the Released Parties. Whether or not the
3 Settlement Agreement is finally approved, neither the Settlement Agreement, nor any document,
4 statement, proceeding, or conduct related to this Settlement Agreement, nor any reports or
5 accounts thereof, shall in any event be:

6 a. Construed as, offered or admitted into evidence as, received as, or deemed
7 to be, evidence of a presumption, concession, indication, or admission by Defendant, or any of
8 the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage; or

9 b. Disclosed or referred to, or offered or received into evidence, in any
10 further proceeding in the Class Action, or any other civil, criminal, or administrative action or
11 proceeding against Defendant, or any of the Released Parties except for purposes of settling this
12 Class Action pursuant to this Settlement Agreement or establishing that the settlement herein has
13 occurred. The limitations set forth in this paragraph do not apply to use and/or disclosure in
14 order for a Party to enforce this Settlement Agreement or any of its terms or to establish that such
15 a settlement has occurred.

16 59. The terms of this Settlement Agreement include the terms set forth in the attached
17 exhibits, which are incorporated by this reference as though fully set forth herein. The exhibits
18 to this Settlement Agreement are an integral part of this Settlement Agreement. Unless
19 specifically provided otherwise in the exhibits to this Settlement Agreement, in the event of any
20 conflict between the Settlement Agreement and the exhibits, the terms of the Settlement
21 Agreement shall control.

22 60. The Parties agree to hold all proceedings in the Class Action, except such
23 proceedings as may be necessary to implement and complete the Settlement Agreement, in
24 abeyance pending the Settlement Fairness Hearing to be conducted by the Court.

25 61. This Settlement Agreement may be amended or modified only by a written
26 instrument signed by counsel for all Parties or their successors-in-interest.

27 62. This Settlement Agreement and any attached exhibits constitute the entire
28 agreement between the Parties, and no oral or written representations, warranties, or inducements

1 have been made to any Party concerning this Settlement Agreement or its exhibits other than the
2 representations, warranties, and covenants contained and memorialized in such documents.

3 63. Counsel for the Parties warrant and represent that they are expressly authorized by
4 the Party whom they represent to negotiate this Settlement Agreement and to take all appropriate
5 action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to
6 effectuate its terms, and to execute any other documents required to effectuate the terms of this
7 Settlement Agreement. The Parties and their respective counsel will cooperate with each other
8 and use their best efforts to effect the implementation of the Settlement Agreement. The person
9 signing this Settlement Agreement on behalf of Defendant represents and warrants that he/she is
10 authorized to sign this Settlement Agreement on behalf of Defendant.

11 64. This Settlement Agreement shall be binding upon, and inure to the benefit of, the
12 successors or assigns of the Released Parties and the Parties, as previously defined.

13 65. All terms of this Settlement Agreement and the exhibits to the Settlement
14 Agreement shall be governed by and interpreted according to the laws of the State of California.

15 66. This Settlement Agreement may be executed in one or more counterparts and by
16 facsimile. All executed copies of this Settlement Agreement, and photocopies thereof (including
17 facsimile copies of the signature pages), shall have the same force and effect and shall be legally
18 binding and enforceable as the original.

19 67. The Parties believe that the terms of the settlement as set forth in this Settlement
20 Agreement are fair, adequate, and reasonable and have arrived at this Settlement Agreement after
21 arm's-length negotiations, taking into account all relevant factors, present and potential.

22 68. The Court shall retain jurisdiction with respect to the interpretation,
23 implementation, and enforcement of the terms of this Settlement Agreement and all orders and
24 judgments entered in connection therewith, and the Parties and their counsel submit to the
25 jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement
26 embodied in this Settlement Agreement and all orders and judgments entered in
27 connection therewith.

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69. Each of the Parties has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction or interpretation of this Settlement Agreement, the Settlement Agreement shall not be construed for or against any of the Parties.

70. In the event that any Party or Eligible Class Member to this Settlement Agreement institutes any legal action, arbitration, or other proceeding to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any enforcement actions.

71. Named Plaintiffs agree to sign this Settlement Agreement and by signing this Settlement Agreement are bound by the terms stated in the Settlement Agreement, and further agree not to request to be excluded from the Settlement Class and agree not to object to any of the terms of this Settlement Agreement.

IN WITNESS WHEREOF, this Stipulation of Settlement and Release is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

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Dated: _____, 2018

By: Landon W. Fulmer Jr.
Landon W. Fulmer Jr. (Aug 8, 2018)
LANDON FULMER, JR.

Named Plaintiff

Dated: _____, 2018

By: _____
ANTHONY MASSEY

Named Plaintiff

Dated: _____, 2018

By: _____
FIDEL BETANCOURT

Named Plaintiff

Approved as to content and form:

PARRIS LAW FIRM

Dated: 8/7, 2018

By: John Bickford
R. REX PARRIS
KITTY SZETO
JOHN M. BICKFORD
RYAN A. CRIST

Class Counsel

Approved as to content and form:

JUSTICE LAW CORPORATION

Dated: 8/7, 2018

By: D. Han
DOUGLAS HAN
SHUNT TATAVOS-GHARAJEH
DANIEL J. PARK

Class Counsel

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Dated: _____, 2018

By: _____
LONDON FULMER, JR.

Named Plaintiff

Dated: 8/8/2018, 2018

By: 
Anthony D. Massey (Aug 8, 2018)
ANTHONY MASSEY

Named Plaintiff

Dated: _____, 2018

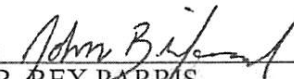
By: _____
FIDEL BETANCOURT

Named Plaintiff

Approved as to content and form:

PARRIS LAW FIRM

Dated: 8/7, 2018

By: 
R. REX PARRIS
KITTY SZETO
JOHN M. BICKFORD
RYAN A. CRIST

Class Counsel

Approved as to content and form:

JUSTICE LAW CORPORATION

Dated: 8/7, 2018

By: 
DOUGLAS HAN
SHUNT TATAVOS-GHARAJEH
DANIEL J. PARK

Class Counsel

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Dated: _____, 2018

By: _____
LANDON FULMER, JR.

Named Plaintiff

Dated: _____, 2018

By: _____
ANTHONY MASSEY

Named Plaintiff

Dated: 8/8, 2018

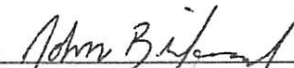
By: 
fidelbetancourt (Aug 8, 2018)
FIDEL BETANCOURT

Named Plaintiff

Approved as to content and form:

PARRIS LAW FIRM

Dated: 8/7, 2018


By: 
R. REX PARRIS
KITTY SZETO
JOHN M. BICKFORD
RYAN A. CRIST

Class Counsel

Approved as to content and form:

JUSTICE LAW CORPORATION

Dated: 8/7, 2018

By: 
DOUGLAS HAN
SHUNT TATAVOS-GHARAJEH
DANIEL J. PARK

Class Counsel

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Dated: _____, 2018

By: _____
LONDON FULMER, JR.
Named Plaintiff

Dated: _____, 2018

By: _____
ANTHONY MASSEY
Named Plaintiff


Dated: _____, 2018

By: _____
FIDEL BETANCOURT
Named Plaintiff

Approved as to content and form:

PARRIS LAW FIRM

Dated: 8/7, 2018

By: 
R. REX PARRIS
KITTY SZETO
JOHN M. BICKFORD
RYAN A. CRIST

Class Counsel

Approved as to content and form:

JUSTICE LAW CORPORATION

Dated: 8/7, 2018

By: 
DOUGLAS HAN
SHUNT TATAVOS-GHARAJEH
DANIEL J. PARK

Class Counsel

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Dated: 8/23, 2018

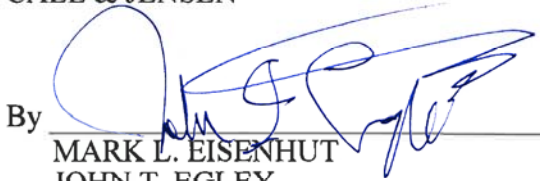
By: 
GREG WEAVER FOR GOLDEN STATE
DRILLING, INC.

Defendant

Approved as to content and form:

CALL & JENSEN

Dated: August 24, 2018

By: 
MARK L. EISENHUT
JOHN T. EGLEY
JOSHUA G. SIMON

Defense Counsel