

## **STIPULATION OF SETTLEMENT**

### **Regarding Putative Class Action Settlement of**

*David Garcia v. Freeport-McMoRan Oil & Gas LLC*

U.S. District Court, Central District of California, Case No. 2:16-CV-04320-R-AJW

### **Recitals**

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff David Garcia (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Freeport-McMoRan Oil & Gas LLC (hereinafter “Defendant” or “Freeport”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Michael A. Strauss and Aris E. Karakalos of Strauss & Strauss, APC, Anthony R. Strauss of Strauss Law Group, APC, and Paul R. Huff of Lavere Huff LLP (“Class Counsel”). Defendant is represented by Baldwin J. Lee of Allen Matkins Leck Gamble Mallory & Natsis LLP.

On April 1, 2016 Plaintiff David Garcia filed a Complaint against Defendant Freeport-McMoRan Oil & Gas LLC in Santa Barbara County Superior Court (Case No. 16CV01305). Defendant removed to the United States District Court for the Central District of California in the matter entitled *David Garcia v. Freeport-McMoRan Oil & Gas LLC*, Case No. 2:16-CV-04320-R-AJW (“*Garcia Action*”). On June 16, 2016, Plaintiff Garcia filed a First Amended Complaint alleging that Defendant: (i) failed to pay all minimum wages owed; (ii) failed to pay all overtime and double-time wages; (iii) failed to provide all meal periods in accordance with California law; (iv) failed to authorize and permit all rest periods in accordance with California law; (v) failed to issue accurate itemized wage statements; (vi) failed to pay employees all wages owed upon separation of employment; and (vii) engaged in unfair competition. Plaintiff also contended that, as a result of the foregoing violations, Defendant is further liable to Plaintiff and the Settlement Class (defined below) because they engaged in unlawful business practices and are liable for civil penalties pursuant to the Labor Code Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* (“PAGA”).

On September 16, 2016, the District Court granted Defendant’s Motion for Judgment on the Pleadings under Federal Rule of Civil Procedure 12(c), finding that, under the Outer Continental Shelf Lands Act (“OCSLA”), California law did not apply to Plaintiff’s claims, which arose on oil platforms located on the Outer Continental Shelf (“OCS”), where federal law was exclusively applicable. Plaintiff appealed. The *Garcia* appeal has been stayed pending resolution of *Brian Newton v. Parker Drilling Management Services, Ltd.*, Case No. 2:15-CV-02517 RGK (“*Newton*”).

*Newton* was also appealed to the Ninth Circuit where on February 5, 2018, the Ninth Circuit reversed, issuing a ruling in favor of the applicability of California’s overtime and minimum wage laws to claims arising on the OCS. The *Newton* decision was appealed to the Supreme Court of the United States, and the matter was argued on April 16, 2019 (Case No. 18-389). The Supreme Court issued its decision on June 10, 2019, *Parker Drilling Mgmt. Servs., Ltd. v. Newton*, No. 18-

389, 139 S. Ct. 1881, 1893 (2019), vacating and remanding the Ninth Circuit’s decision (unanimously). The Judgment issued on July 12, 2019. The Supreme Court dismissed Newton’s overtime and minimum wage claims, but remanded relating to remaining claims, to be determined consistent with its decision.

Given the parties’ disagreement regarding which, if any, of Plaintiff’s remaining claims have merit, including following the U.S. Supreme Court ruling in *Newton*, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

All current and former hourly employees of Defendant Freeport-McMoRan Oil & Gas LLC, who, at any time from April 1, 2012, through the date of preliminary approval (“Class Period”), worked on oil platforms off the California coast on the Outer Continental Shelf (consisting of submerged lands, subsoil, and seabed more than three nautical miles off the mainland) for periods of 24 hours or more, stayed offshore overnight, and whose offshore shifts or hitches began from and ended on California soil.

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under Rule 23 of the Federal Rules of Civil Procedure. If for any reason this Settlement Agreement is not finally approved by the District Court, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement with respect to class certification.

The Parties agree to work together in such a way that would permit the District Court to rule on the merits of Plaintiff’s anticipated Motion for Preliminary Approval and/or Final Approval of Settlement without prejudicing Plaintiff’s ability to reinstate the currently-pending appeal (at the same stage of the pending appeal – via stipulation or otherwise), in the event the District Court finally denies with prejudice the above-mentioned motion(s).

2. **Current Procedural Posture of Action.** This matter is currently on appeal before the Ninth Circuit, stayed pending the results of the *Newton* matter, *infra*. The Parties agree to work together in such a way as to effectuate the settlement memorialized here. Because the matter is currently stayed before the Ninth Circuit, Plaintiff shall, within 15 business days of the execution of this Settlement Agreement, file a Stipulation to Dismiss Appeal and Request for Remand of the matter to the District Court. Defendant will cooperate in good faith to effectuate the withdrawal and remand of the matter. The Parties agree that they shall separately bear their respective costs and attorneys’ fees associated with the appeal.

3. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendant, including

its parents, subsidiaries, and affiliates, and related companies, and all of its and their respective past and present officers, directors, shareholders, employees, attorneys, insurers, agents, principals, heirs, representatives, accountants, auditors, consultants, assignees and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the “Released Parties”), as follows:

- A. Settlement Class members will release all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the FAC, including, but not limited to claims arising under the California Labor Code, the Private Attorney Generals Act, the California Business & Professions Code and the Fair Labor Standards Act for: (a) failure to pay all minimum wages owed, including any and all claims for failure to pay minimum wages and overtime wages based upon incorrect or improper calculation of the regular rate of pay, pursuant to the California Labor Code and Fair Labor Standards Act, including 29 U.S.C. sections 206, 207, 211 and 216b; (b) failure to pay all overtime premium wages owed, such as time and a half and double-time, including pursuant to the California Labor Code and Fair Labor Standards Act, including 29 U.S.C. 207, 211 and 216b; (c) failure to provide all meal and/or rest periods; (d) failure to provide complete, accurate and/or properly formatted wage statements; (e) failure to timely pay all wages due or final wages due, such as claims based upon the failure to pay all wages and final wages due based upon incorrect or improper calculation of the regular rate of pay, including pursuant to the California Labor Code and Fair Labor Standards Act, including 29 U.S.C. sections 206, 207, 211 and 216b; (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the SAC; (g) all other wage, rest and meal period claims arising under the California Labor Code or the Fair Labor Standards Act, including, but not limited to, claims made under 29 U.S.C. section 211 and 216b (h) all claims under PAGA that could have been premised on the claims, causes of action or legal theories pled in the FAC and (i) all claims under the California Business & Professions Code, including unfair competition under section 17200, *et seq.*(collectively, the “Released Claims”). The period of the Release shall extend to the limits of the Class Period. The *res judicata* and collateral estoppel effect of the judgment will be the same as that of the Release.
- B. In consideration for his Class Representative Service Award, Plaintiff David Garcia has agreed to release, in addition to the Released Claims described above, all known and unknown actions, causes of action, suits, liabilities, claims, and demands whatsoever (upon any legal or equitable theory, whether contractual, in tort, common law, statutory, federal, state, local or otherwise), and each of them, whether known or unknown, from the beginning of time to the limits of the Class Period. The parties intend Plaintiff’s release to be general and comprehensive in nature and to release all claims and potential claims against the Released Parties from the beginning of time to the limits of the Class Period to the maximum extent permitted by law. Plaintiff understands that this release includes unknown claims and that he is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Specifically excluded from Plaintiff's released claims are any claims for workers' compensation benefits, which cannot be released as a matter of law.

**4. Maximum Settlement Amount.** As consideration, Defendant agrees to pay a "Maximum Settlement Amount" of Four Million Dollars and Zero Cents (\$4,000,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage CPT Group, Inc. as the "Settlement Administrator" to administer this Settlement.
- B. The Maximum Settlement Amount shall be deposited with the Settlement Administrator within fifteen (15) business days of Final Approval (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval) or, solely in the event that there are any objections to the settlement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.
- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
  - (1) All payments (including interest) to the Settlement Class;
  - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Ten Thousand Dollars and Zero Cents (\$10,000.00);
  - (3) Up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff's Class Representative Service Award, in recognition of Plaintiff's contributions to the Action and his service to the Settlement Class. Even if the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding;
  - (4) Up to twenty-five percent (25%) of the Maximum Settlement Amount in Class Counsel's attorneys' fees (\$1,000,000.00), plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Four-Thousand Dollars and Zero Cents (\$4,000.00). If the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class

Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and

- (5) Twenty Dollars and Zero Cents (\$20,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or Five Thousand Dollars and Zero Cents (\$5,000.00), will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

D. **Payroll Taxes Paid Separately.** The Maximum Settlement Amount does not include Defendant’s share of payroll taxes, which shall be paid by Defendant separately from, and in addition to, the Maximum Settlement Amount.

E. **Escalator Clause.** Defendant represents that, as of January 3, 2019, there were approximately 103 Settlement Class members. If, at the time of Preliminary Approval, the number of Settlement Class members has increased to 113 or more (*i.e.*, if there are 113 or more Settlement Class members), then Defendant shall increase the Maximum Settlement Amount on a pro-rata basis equal to the percentage increase in total workweeks caused by the addition of the Settlement Class members greater than 113.

F. **Opt-Outs.** If more than 10 Settlement Class members exercise their right to opt out, Defendant may in its sole discretion, but is not required to, terminate this Settlement Agreement and the Short-Form Settlement Agreement.

5. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment (“Settlement Award”) from the Settlement. Settlement Awards will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiff’s Class Representative Service Award, the Settlement Administrator’s fees and expenses for administration, and the amount designated as PAGA civil penalties payable to the LWDA. The remaining amount shall be known as the “Net Settlement Amount.”

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Settlement Award based on the following formula:

- i. Payments to all participating Settlement Class members: Ninety percent (90%) of the Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member’s proportionate Workweeks worked during the Class Period, by multiplying 90% of the Net Settlement Amount by a fraction, the numerator

of which is the participating Settlement Class member's number of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.

- ii. Wage Statement Amount: Five Percent (5%) of the Net Settlement Amount shall be designated as the "Wage Statement Amount." Each participating Settlement Class member who was employed by Defendant at any time from April 1, 2015 (one-years statute of limitations) to the date the Court enters an order preliminarily approving the settlement, shall receive a portion of the Wage Statement Amount proportionate to the number of Workweeks worked during the time period of April 1, 2015 to the date the Court enters an order preliminarily approving the settlement, and which will be calculated by multiplying 5% of the Net Settlement Amount by a fraction, the numerator of which is the Settlement Class member's gross number of Workweeks worked during this time period, and the denominator of which is the total number of Workweeks worked by all participating Settlement Class members during this time period.
- iii. Waiting Time Amount: Five Percent (5%) of the Net Settlement Amount shall be designated as the "Waiting Time Amount." Each participating Settlement Class member whose employment with Defendant ended at any time from April 1, 2013 (three-year statute of limitations) through the date the Court enters an order preliminarily approving the settlement, shall receive an equal, pro-rata share of the Waiting Time Amount.
- iv. PAGA Amount: Five Thousand Dollars and Zero Cents (\$5,000.00) of the Maximum Settlement Amount has been designated as the "PAGA Amount" as described above. Each participating Settlement Class member who was employed by Defendant at any time from April 1, 2015 (one-year statute of limitations) to the date the Court enters an order preliminarily approving the settlement shall receive a portion of the PAGA Amount proportionate to the number of Workweeks that he or she worked during the time period of April 1, 2015 to the date the Court enters an order preliminarily approving the settlement, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the participating Settlement Class members' number of Workweeks worked during the time period from April 1, 2015 to the date the Court enters an order preliminarily approving the settlement, and the denominator of which is the total number of Workweeks worked by all Settlement Class members during the time period of April 1, 2015 to the date the Court enters an order preliminarily approving the settlement.

- C. Within ten (10) calendar days following Defendant's deposit of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to all



counsel for review and approval. Within seven (7) calendar days of approval by counsel, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.

- D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: sixty-six and two-thirds percent (66 2/3%) as penalties and interest; and thirty-three and one third percent (33 1/3%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Form W-2 for amounts deemed "wages" and IRS Form 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. Defendant shall not have any liability for the payment of any taxes owed on amounts paid to the Settlement Class Members under the Settlement Agreement except as expressly stated in Section 3(D) of the Settlement Agreement.
- E. Each member of the Settlement Class who receives a Settlement Award must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks were not cashed within 180 days after mailing will be mailed to the Legal Aid Foundation of Los Angeles (LAFLA) in conformity with the Code of Civil Procedure Section 384(b).
- F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

6. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-quarter (25%) of the Maximum Settlement Amount, which is currently estimated to be One Million Dollars and Zero Cents (\$1,000,000.00). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Four-Thousand Dollars and Zero Cents (\$4,000.00), from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

7. **Class Representative Service Awards.** Defendant will not object to a request for Class Representative Service Award of up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for his time and risk in prosecuting this case, and his service to the Settlement Class. These awards will be in addition to Plaintiff's Settlement Award as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even if the Court reduces or does not approve the requested Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding.

8. **Settlement Administrator.** Defendant will not object the appointment of CPT Group, Inc. as Settlement Administrator. Defendant will not object to Plaintiff seeking permission to pay up to Ten Thousand Dollars and Zero Cents (\$10,000.00) to CPT Group, Inc. for its services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Settlement Awards and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, which shall be paid by Defendant separate and apart from the Maximum Settlement Amount, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel in writing with a copy to Defendant's counsel only after Settlement Awards have been mailed to all participating Settlement Class members.

9. **Preliminary Approval.** In accordance with Paragraph 2, within 15 business days of the execution of this Settlement Agreement, Plaintiff shall undertake withdrawal of his appeal and seek a remand to the District Court. Upon remand, within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;
- B. Appointing Michael A. Strauss and Aris E. Karakalos of Strauss & Strauss, APC, Anthony R. Strauss of Strauss Law Group, APC, and Paul R. Huff of Laverne Huff LLP as Class Counsel;
- C. Appointing David Garcia as Class Representatives for the Settlement Class;
- D. Approving CPT Group, Inc., as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice [Ex. A], Notice of Settlement Award [Ex. B], and Request for Exclusion Form [Ex. C]), and directing the mailing of same; and
- G. Scheduling a Final Approval hearing.



10. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Agreement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment and the number of Workweeks worked by each Settlement Class member while employed during the Class Period (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
  - i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion Form not containing a Class Member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion Form shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

- ii. If ten percent (10%) [10 individuals or more] or more of the Settlement Class members validly request exclusion from the Settlement, Defendant may, at its sole discretion, elect to revoke this Settlement and its stipulation to class certification by communicating that decision to both the Settlement Administrator and Class Counsel, provided however, Defendant will be responsible for any costs and fees incurred by the Settlement Administrator.
- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless an objection is filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant's counsel and Class Counsel shall have ten (10) days to respond. To be valid, any objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline.
- E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Settlement Award, including the Settlement Class member's number of Workweeks worked during the Class Period, whether the Settlement Class member's employment with Defendant ended during the time period of April 1, 2012 through the date the Court enters an order preliminarily approving the settlement, and the number of Workweeks worked during the time period of April 1, 2012 through the date the Court enters an order preliminarily approving the settlement. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the allocation of, any Settlement Awards under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and allocation of any Settlement Award shall be binding upon the Settlement Class member and the Parties.

- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. It will be conclusively presumed that, if an envelope so mailed has not been returned within thirty (30) days of the mailing, the Settlement Class member received the Notice Packet. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member’s Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Settlement Administrator, the Parties, Class Counsel, or Defendant’s Counsel to provide notice of the proposed settlement.

11. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order that is approved by counsel for Defendant:

- A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiff’s and Class Counsel’s application for attorneys’ fees and costs, Class Representative Service Awards, settlement administration costs, and the PAGA Amount; and
- C. Entering judgment pursuant to the Federal Rules of Civil Procedure and all applicable Local Rules of the Central District Court of California.

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152 and Federal Rules of Evidence Section 408, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152 and Federal Rules of Evidence Section 408.

13. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on their respective websites but may not include the name(s) of any of the Parties, or the case name or case number of the Action.

14. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Baldwin J. Lee, Allen Matkins Leck Gamble Mallory & Natsis  
LLP; Three Embarcadero Center, 12<sup>th</sup> Floor, San Francisco,  
California 94111-4074; blee@allenmatkins.com.

if to Plaintiff: Michael A. Strauss and Aris E. Karakalos, Strauss & Strauss, APC,  
121 N. Fir St., Suite F, Ventura, California 93001;  
mike@strausslawyers.com; aris@strausslawyers.com.

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

17. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

18. **Cooperation During Settlement Administration and Maximizing Participation.** The Parties agree to cooperate throughout the finalization of the settlement and administration of the settlement to expedite final resolution of the Settlement Class members' claims and to maximize participation from the Settlement Class members in the settlement.

DATED: November 22, 2019

**Defendant Freeport-McMoRan Oil & Gas, LLC**

By: 

Name:           Douglas N. Currault II            
          Senior Vice President          

DATED: Nov 18, 19

**David Garcia**

By: 

          Plaintiff and Class Representative

**APPROVED AS TO FORM:**

DATED:

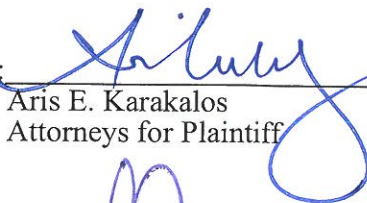
**ALLEN MATKINS LECK GAMBLE  
MALLORY & NATSIS LLP**

By: 

Baldwin J. Lee  
Attorneys for Defendant

DATED: 11/18/19

**STRAUSS & STRAUSS, APC**

By: 

Aris E. Karakalos  
Attorneys for Plaintiff

DATED: 11-18-19

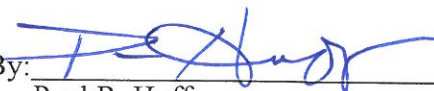
**STRAUSS LAW GROUP**

By: 

Anthony R. Strauss  
Attorneys for Plaintiff

DATED: 11/18/19

**LAVERE HUFF LLP**

By: 

Paul R. Huff  
Attorneys for Plaintiff



# Exhibit “A”

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

DAVID GARCIA, an individual, for himself and those  
similarly situated,

Plaintiff,

vs.

FREEPORT MCMORAN OIL & GAS, LLC.; a  
Delaware limited liability corporation; and DOES 1  
through 100,

Defendants.

Case No. 2:2016-CV-04320-R-AJW

**NOTICE OF PENDENCY OF CLASS  
ACTION AND PROPOSED SETTLEMENT**

To: All current and former hourly employees of Defendant Freeport McMoRan Oil & Gas, LLC., who, at any time from April 1, 2012, through <<PRELIM APPROVAL DATE>> (“Class Period”), worked on oil platforms off the California coast on the Outer Continental Shelf (consisting of submerged lands, subsoil, and seabed more than three nautical miles off the mainland) for periods of 24 hours or more, stayed offshore overnight, and whose offshore shifts or hitches began from and ended on California soil.

**PLEASE READ CAREFULLY  
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

***Why should you read this Notice?***

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in the matter of *David Garcia v. Freeport McMoRan Oil & Gas, LLC*, U.S. District Court for the Central District of California, Case No. 2:016-CV-04320-R-AJW (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this Notice carefully.

You may be entitled to money from this Settlement. Freeport McMoRan Oil & Gas LLC’s (“Freeport”) records show that you were employed at Freeport as a non-exempt employee in California working on oil platforms located off the California coast (or similarly titled position) between April 1, 2012 and <<PRELIM APPROVAL DATE>> (the “Class Period”) and stayed overnight on such a platform at least once during the Class Period. The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound to the terms of the Settlement and any final judgment.

***What is this case about?***

Plaintiff David Garcia (“Plaintiff”) brought this Lawsuit against Freeport on a class and representative basis on behalf of a class of all current and former non-exempt employees of Freeport who worked on oil platforms off the California coast for periods of 24 hours or more during the time period of April 1, 2012 through <<PRELIM APPROVAL DATE>> (collectively the “Settlement Class”). Plaintiff David Garcia is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

The Lawsuit alleges that Freeport failed to pay Settlement Class members all earned minimum, overtime and double-time wages, failed to provide all legally-required meal and rest periods, failed to provide complete, accurate and/or properly formatted wage statements, failed to timely pay all wages due or final wages due upon separation of

employment, engaged in unfair competition, and as a result of the foregoing alleged violations, engaged in unlawful business practices, and is liable for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”).

Freeport denies that it has done anything wrong. Freeport also denies that it owes Settlement Class members any wages, restitution, penalties, damages, or other amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Freeport, by whom all liability is expressly denied.

To avoid additional expense, inconvenience, and interference with its business operations, Freeport has concluded that it is appropriate to settle the Lawsuit on the terms summarized in this Notice. After Freeport provided relevant information to Class Counsel, the Settlement was reached after mediation and arm’s length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Freeport, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with ongoing litigation. Most importantly, at the time settlement was reached, there was uncertainty regarding the merit of the claims considering the pending motion for class certification in *Parker Drilling Management Services, Ltd., Petitioner v. Brian Newton*, Case No. 18-389. The Supreme Court issued its decision on June 10, 2019, *Parker Drilling Mgmt. Servs., Ltd. v. Newton*, No. 18-389, 139 S. Ct. 1881, 1893 (2019), vacating and remanding the Ninth Circuit’s decision (unanimously). The Judgment issued on July 12, 2019. The Supreme Court dismissed *Newton*’s overtime and minimum wage claims but remanded relating to remaining claims to be determined consistent with its decision.

Given the parties’ disagreement regarding which, if any, of Plaintiff’s remaining claims will have merit, including following the U.S. Supreme Court ruling in *Newton*, and based on that, Plaintiff and Defendant wish to settle both individually and on behalf of the Settlement Class.

**If you are still employed by Freeport or its related companies, your decision about whether to participate in the Settlement will not affect your employment.** California law and Freeport’s policies strictly prohibit unlawful retaliation. Freeport will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

#### ***Who are the Attorneys?***

Attorneys for Plaintiff/Settlement Class:	Attorneys for Freeport:
Aris E. Karakalos	Baldwin J. Lee
Strauss & Strauss, APC 121 N. Fir St., Suite F Ventura, California 93001 mike@strausslawyers.com 805.641.6600 tel. 805.641.6607 fax www.strausslawyers.com	Allen Matkins Leck Gamble Mallory & Natsis LLP Three Embarcadero Center, 12 <sup>th</sup> Floor San Francisco, California 94111 blee@allenmatkins.com 415.273.7446 tel

#### ***What are the terms of the Settlement?***

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt employees who have worked for Freeport in California on oil platforms located off the California coast from April 1, 2012 through <<PRELIM APPROVAL DATE>>, and stayed overnight at least once on such a platform. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Freeport as described below.

Freeport has agreed to pay \$4,000,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, Class Counsel’s attorneys’ fees and expenses, Settlement administration costs, and the Class Representatives’ Service Awards.

The following deductions from the Maximum Settlement Amount will be requested by the parties:

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for up to 25% of the Maximum Settlement Amount, which is currently estimated at \$1,000,000.00 as reasonable compensation for the work Class Counsel performed and will continue to perform in the Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$4,000.00 in verified costs incurred in connection with the Lawsuit.

Settlement Administration Costs. The Court has approved CPT Group, Inc. to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Maximum Settlement Amount to pay the settlement administration costs.

Class Representatives’ Service Awards. Class Counsel will ask the Court to award the Class Representative, David Garcia, a service award in the amount of \$10,000.00, to compensate him for his services and extra work provided on behalf of the Settlement Class members.

PAGA Payment to State of California. The parties have agreed to allocate \$20,000.00 towards the settlement of the PAGA claims in the Lawsuit. \$15,000.00 will be paid to the State of California Labor and Workforce Development Agency, representing its 75% share of the civil penalties. The remaining \$5,000.00 will be allocated to Settlement Class members as described below.

Calculation of Individual Settlement Class Members’ Settlement Awards. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion from the Settlement. The Net Settlement Amount is estimated at approximately \$2,955,000.00 and will be divided as follows:

- (i) 90% of the Net Settlement Amount will be allocated to all participating Settlement Class members in proportion to the number of workweeks that he or she worked during the Class Period.
- (ii) 5% of the Net Settlement Amount shall be designated as the “Wage Statement Amount.” Each participating Settlement Class member who was employed by Freeport at any time from April 1, 2015 to <<PRELIM APPROVAL DATE>> shall receive a portion of the Wage Statement Amount proportionate to the number of workweeks that he or she worked during the time period of September 18, 2016 to <<PRELIM APPROVAL DATE>>.
- (iii) 5% of the Net Settlement Amount shall be designated as the “Waiting Time Amount” and will be allocated in equal amounts to all participating Settlement Class members whose employment with Freeport ended at any time between April 1, 2013 and <<PRELIM APPROVAL DATE>>.
- (iv) \$20,000.00 of the Maximum Settlement Amount has been designated as the “PAGA Amount.” Each participating Settlement Class member who was employed by Freeport at any time from April 1, 2015 to <<PRELIM APPROVAL DATE>> shall receive a portion of the PAGA Amount proportionate to the number of workweeks that he or she worked during the time period of April 1, 2015 to <<PRELIM APPROVAL DATE>>.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion from the Settlement.

Allocation and Taxes. For tax purposes, each Settlement Award shall be treated as follows: 33.33% as “wages,” for which an IRS Form W-2 will be issued; and 66.6% as penalties and interest, for which an IRS Form 1099 will be issued. Settlement Class members are responsible for the proper income tax treatment of the individual settlement payments. The Settlement Administrator, Freeport and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member who has not submitted a timely and valid Request for Exclusion from the Settlement, will fully release and discharge Freeport McMoRan Oil & Gas, LLC, including its parents, subsidiaries, and affiliates, and related companies, and all of its and their respective past and present officers, directors, shareholders, employees, attorneys, insurers, agents, principals, heirs, representatives, accountants, auditors, consultants, assignees and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the “Released Parties”), from all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the operative complaint, including, but not limited to: (a) failure to pay all minimum wages owed, including any and all claims for failure to pay minimum wages based upon incorrect or improper calculation of the regular rate of pay under California Labor Code and 29 U.S.C. sections 206, 207, 211 and 216b; (b) failure to pay all premium wages owed, such as overtime and double-time wages pursuant to the California Labor Code and 29 U.S.C. 207, 211 and 216b; (c) failure to provide all meal and/or rest periods; (d) failure to provide complete, accurate and/or properly formatted wage statements; (e) failure to timely pay all wages due or final wages due upon termination of employment, pursuant to the California Labor Code and 29 U.S.C. sections 206, 207, 211 and 216b; (f) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the operative complaint; (g) all other wage, rest and meal period claims arising under the California Labor Code and/or the Fair Labor Standards Act, including, but not limited to, claims made under 29 U.S.C. section 211 and 216b (h) all claims under PAGA that could have been premised on the claims, causes of action or legal theories pled in the operative complaint; and (i) all claims under the California Business & Professions Code, including unfair competition under section 17200, *et seq.* (collectively, the “Released Claims”). This release shall run from April 1, 2012 through <<PRELIM APPROVAL DATE>>.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

#### ***How can I claim money from the Settlement?***

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

#### ***What other options do I have?***

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of workweeks you worked during the Class Period, whether you have separated employment from Freeport between April 1, 2013 and <<PRELIM APPROVAL DATE>>, and the proportionate number of workweeks you worked between April 1, 2015 and <<PRELIM APPROVAL DATE>> (for Wage Statement Amount) and the proportionate number of workweeks you worked between April 1, 2013 and <<PRELIM APPROVAL DATE>> (for Waiting-Time Amount) and the proportionate number of workweeks you worked between April 1, 2015 and <<PRELIM APPROVAL DATE>> (for PAGA Amount). Information contained in Freeport’s records regarding each of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND**

**ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator an executed Request for Exclusion Form no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, last four digits of your social security number, and your signature.

Send the Request for Exclusion Form directly to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. Any person who submits a timely Request for Exclusion Form shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you must mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Objections must be in writing and must be postmarked on or before **<<RESPONSE DEADLINE>>**.

You may also appear at the Final Approval Hearing scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department \_\_\_\_ of the United States District Court for the Central District of California, located at \_\_\_\_\_. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *David Garcia v. Freeport McMoRan Oil & Gas, LLC*, U.S. District Court for the Central District of California, Case No. 2:016-CV-04320-R-AJW.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

***What is the next step?***

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **<<FINAL APPROVAL HEARING DATE/TIME>>**, in Department \_\_\_\_ of the United States District Court for the Central District of California, located at \_\_\_\_\_. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Awards to the Class Representatives. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

***How can I get additional information?***

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of Department \_\_\_\_ of the United States District Court for the Central District of California, located at \_\_\_\_\_, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.



**PLEASE DO NOT CALL OR WRITE THE COURT, FREEPORT, OR ITS ATTORNEYS FOR INFORMATION  
ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS**

***REMINDER AS TO TIME LIMITS***

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced.

# Exhibit “B”

**NOTICE OF SETTLEMENT AWARD****DAVID GARCIA, et al. v. FREEPORT MCMORAN OIL & GAS, LLC  
U.S.D.C. FOR THE CENTRAL DISTRICT OF CALIFORNIA, CASE NO. 2:2016-CV-04320-R-AJW**

Please complete and return this Form to *David Garcia v. Freeport McMoRan Oil & Gas, LLC* Settlement Administrator c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 or fax to 1-949-419-3446 **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

**(I) Please type or print your name:**


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(First, Middle, Last)

**(II) Please type or print the following identifying information if your contact information has changed:**


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Former Names (if any)

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New Street Address

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City

---

State

---

Zip Code

**(III) Information Used to Calculate Your Settlement Award:**

According to Freeport McMoRan Oil & Gas, LLC's ("Freeport") records:

- (a) you worked for Freeport on offshore platforms off the coast of California for the following period(s):  
                     to                     ;
- (b) you worked        Workweeks between April 1, 2012 and <<PRELIM APPROVAL DATE>> for Freeport (Settlement, ¶ 5(B)(i));
- (c) you worked        Workweeks between April 1, 2015 and <<PRELIM APPROVAL DATE>> for Freeport (Settlement, ¶ 5(B)(ii and iv)); and
- (d) your employment with Freeport <<DID/DID NOT>> end between April 1, 2013 and <<PRELIM APPROVAL DATE>> (Settlement, ¶ 5(B)(iii)).

Based on the above, your Settlement Award is estimated at \$                     .

**(IV) If you disagree with items (a), (b), (c), and/or (d) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:**


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If you dispute the above information from Freeport's records, Freeport's records will control unless you are able to provide documentation that establishes otherwise, and that Freeport's records are mistaken. If there is a dispute about whether Freeport's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED  
NO LATER THAN <<RESPONSE DEADLINE>>.**

# Exhibit “C”

**REQUEST FOR EXCLUSION FORM**

***DAVID GARCIA, et al. v. FREEPORT MCMORAN OIL & GAS, LLC***  
**U.S.D.C. FOR THE CENTRAL DISTRICT OF CALIFORNIA, CASE NO. 2:2016-CV-04320-R-AJW**

**IF YOU DO NOT WISH TO BE PART OF THE CLASS ACTION SETTLEMENT, YOU MUST COMPLETE, SIGN AND MAIL THIS FORM, POSTMARKED ON OR BEFORE [INSERT PRELIMINARY APPROVAL DATE], ADDRESSED AS FOLLOWS:**

**CPT GROUP, INC.  
*DAVID GARCIA V. FREEPORT MCMORAN OIL & GAS, LLC*  
SETTLEMENT ADMINISTRATOR  
50 CORPORATE PARK  
IRVINE, CA 92606  
(877) 705-5021  
(949) 419-3446**

**DO NOT SUBMIT THIS FORM IF YOU WISH TO RECEIVE A PAYMENT UNDER THE SETTLEMENT.**

By signing, filling out, and returning this form, I confirm that I do not want to be included in the Settlement of the lawsuit entitled *David Garcia, et al. v. Freeport McMoRan Oil & Gas, LLC*, United States District Court for the Central District of California, Case No. 2:2016-CV-04320-R-AJW.

I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *DAVID GARCIA V. FREEPORT MCMORAN OIL & GAS, LLC* LAWSUIT.

I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.

\_\_\_\_\_  
Name Telephone Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date Signature

Last Four Digits of Social Security Number: \_\_\_\_ \_\_\_\_ \_\_\_\_ \_\_\_\_