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16 and KINDER MORGAN BULK TERMINALS, LLC

16 **UNITED STATES DISTRICT COURT**

17 **NORTHERN DISTRICT OF CALIFORNIA**

18 STEVEN M. BAILEY, individually, on behalf
19 of all others similarly situated, and as a
20 representative of other aggrieved employees,,
21

20 Plaintiff,

21 v.

22 KINDER MORGAN G.P., INC., a Delaware
23 corporation; KINDER MORGAN
24 TERMINALS, INC., a Delaware corporation;
25 KINDER MORGAN BULK TERMINALS,
26 LLC, a Louisiana company; and DOES 1 to 10,

25 Defendants.

Case No.: 3:18-cv-03424-TSH

**STIPULATION AND SETTLEMENT
AGREEMENT OF CLASS ACTION
CLAIMS**

Complaint Filed: May 2, 2018
Trial Date: Not Set

STIPULATION AND SETTLEMENT AGREEMENT
OF CLASS ACTION CLAIMS

I. DEFINED TERMS

As used herein, the following terms are defined as:

A. “Action” means the civil action being resolved by this settlement entitled Steven M. Bailey v. Kinder Morgan G.P., Inc., et al. (U.S.D.C., Northern District of California, Case No. 3:18-cv-03424-TSH).

B. “Agreement,” “Settlement,” or “Stipulation” means this Stipulation and Settlement Agreement of Class Action Claims.

C. “Claims” means all claims under any applicable laws and/or regulations relating to any and all facts and claims asserted in the Action or any other claims that could have been asserted in the Action based on the facts alleged, including, but not limited to, all claims for missed meal and rest breaks; meal and rest breaks premiums; unpaid wages, including minimum wages, regular wages, overtime and double time wages; unpaid vacation; alleged wage statement violations; alleged off the clock violations; alleged failure to timely pay all wages due upon separation of employment; alleged failure to maintain and provide accurate records; alleged waiting time penalties; the California Labor Code, the Business and Professions Code, and relevant Wage Orders; unfair business practices premised on the above claims; and penalties under the California Private Attorneys General Act (“PAGA”).

D. “Claims Administrator” means CPT, Simpluris, ILYM Group and/or any other provider that is mutually agreed to by the parties and approved by the Court.

E. “Claims Administration Costs” means the amount that will be paid to the Claims Administrator.

F. “Class” or “Class Members” means all of Defendants’ current and/or former non-exempt employees who worked for Defendants as Pipeline Operators and/or Pipeline Controllers in the state of California between May 2, 2014 and the Preliminary Approval Date at the following California facilities of Defendants: Barstow, Bradshaw (Sacramento), Brisbane,

1 Carson, Chico, Colton, Concord, Fresno, Imperial, Industry, Los Angeles, Mission Valley (San
2 Diego), Orange, Richmond, Rocklin, San Jose, Stockton and Watson (Long Beach).

3 a. “Operator 12 Subclass” means all members of the Class who were classified
4 as “Operator 12s” because they regularly worked rotating 12-hour shifts,
5 anytime between May 2, 2014 and the Preliminary Approval Date.

6 b. “Remaining Class Members” means all members of the Class who were not
7 classified as Operator 12s, anytime between May 2, 2014 and the Preliminary
8 Approval Date.

9 G. “Class Counsel” means Abraham Mathew, Esq., Jacob George, Esq., and Sang J.
10 Park, Esq. of MATHEW & GEORGE, and Justin Lo, Esq. and Kyle Dalton Smith, Esq. of
11 SMITH & LO.

12 H. “Class Period” means the period from May 2, 2014 until the Preliminary Approval
13 Date.

14 I. “Complaint” means the operative Complaint filed in the Steven M. Bailey v.
15 Kinder Morgan G.P., Inc., et al. (U.S.D.C., Northern District of California, Case No. 3:18-cv-
16 03424-TSH) action.

17 J. “Costs Award” means the amount of litigation expenses Class Counsel has
18 incurred in prosecuting the Action and awarded by the Court.

19 K. “Court” means the United States District Court, Northern District of California,
20 which is the Court that the Parties will be submitting this Settlement to for purposes of obtaining
21 court approval.

22 L. “Database Report” means a confidential list of Class Members that Defendants
23 will diligently and in good faith compile from its records and provide to the Claims
24 Administrator. The Database Report shall be in computer-readable format, and shall include each
25 Class Member’s full name; employee ID while employed with Defendants; dates of employment
26 during which he or she worked in a class position for Defendants in California showing the total
27 number of Workweeks worked in the Operator 12 Subclass and the total number of Workweeks

1 worked in the Remaining Class Subclass; last known home address and last known telephone
2 number to the extent available in the Human Resources employee information database; and
3 Social Security number at a later date, if needed to perform a skip trace in the event of
4 undeliverable mailings.

5 M. “Defendants” means Kinder Morgan G.P., Inc., a Delaware corporation; Kinder
6 Morgan Terminals, Inc., a Delaware corporation; Kinder Morgan Bulk Terminals LLC, a
7 Louisiana company.

8 N. “Defendants’ Counsel” means Christopher Hoffman, Esq. and Aaron F. Olsen,
9 Esq. of Fisher & Phillips, LLP.

10 O. “Effective Date” means the later of: (a) if any Class Member validly submits a
11 Notice of Objection, the date on which the time for appeals from any Order ruling on the
12 objections or granting Final Approval of the Settlement has run; (b) the resolution of any appeal,
13 filed by a Class Member who validly submitted a Notice of Objection, from any Orders ruling
14 on any objection or granting Final Approval of the Settlement; or (c) in the event there are no
15 objections submitted and/or all objections submitted have been withdrawn, then the date the
16 Court signs an Order granting Final Approval of the Settlement.

17 P. “Excluded Class Members” means all Class Members who timely and validly
18 submit a written request for exclusion from the Class on or before the Objection/Exclusion
19 Deadline Date.

20 Q. “Fees and Costs Award” means the aggregate total of the Fees Award and the
21 Costs Award to Class Counsel approved by the Court.

22 R. “Fees Award” means the fee amount authorized by the Court to be paid to Class
23 Counsel for the services they have rendered in prosecuting the Action, in an amount not to exceed
24 30% of the Total Settlement Amount, i.e., Two Hundred and Forty Thousand Dollars
25 (\$240,000.00).

1 S. “Final Approval” and/or “Final Approval Order” means the Court’s order
2 granting final approval of the Settlement and “Final Approval Date” means the date that the Court
3 signs the Final Approval Order.

4 T. “Final Approval Hearing” means the hearing at which the Court considers
5 whether to issue an order granting final approval to the Settlement.

6 U. “Named Plaintiff” means plaintiff Steven M. Bailey.

7 V. “Net Settlement Fund” means the fund available to pay the Settlement Awards to
8 all Class Members. The Net Settlement Fund shall constitute the Total Settlement Amount minus
9 the sum of the (1) Fees and Cost Award, (2) the Service Award, (3) the Claims Administration
10 Costs, and (4) the PAGA Payment made to the Labor and Workforce Development Agency.

11 W. “Notice” means the “Notice of Pendency and Settlement of Class Action
12 Settlement” that the Court directs to be sent via regular mail to all Class Members, a proposed
13 form of which is attached to this Settlement as Exhibit “A.”

14 X. “Objection/Exclusion Deadline” means the date, no later than sixty (60) days after
15 the date the Notice is mailed (judged by the postmark date) by the Claims Administrator, prior
16 to which a Class Member may validly submit a Notice of Objection or a Class Member may
17 submit a Request for Exclusion.

18 Y. “PAGA Payment” shall constitute Ten Thousand Dollars (\$10,000.00) and,
19 pursuant to Labor Code Section 2699(i), it will be distributed as follows: 25% to the Class
20 Members and 75% to the California Labor and Workforce Development Agency. The 25%
21 portion of the PAGA Payment that shall be paid to the Class Members shall remain within the
22 Net Settlement Fund so that it is available to be included within the calculation of the Class
23 Members’ Settlement Awards. If it should later be determined by the Court that an additional
24 amount is needed to effectuate a full and complete release of all California Labor Code Private
25 Attorneys’ General Act claims, Labor Code Section 2698 et seq., that amount shall be deducted
26 from the Total Settlement Amount.

1 Z. “Participating Settlement Class Member” means the Class Members who have (1)
2 not submitted a timely Request for Exclusion; and (2) have cashed their settlement payment
3 check within one hundred and eighty (180) days after mailing of the settlement payment checks
4 by the Claims Administrator.

5 AA. “Parties” means Defendants and the Named Plaintiff.

6 BB. “Preliminary Approval Order” means the Order issued by the Court preliminarily
7 approving the terms of the Settlement set forth in this Stipulation, in a form to be agreed upon by
8 the Parties prior to the hearing on the Motion for Preliminary Approval and “Preliminary
9 Approval Date” means the date that the Court signs the Preliminary Approval Order.

10 CC. “Released Claims” means all wage-and-hour claims, demands, rights, liabilities,
11 costs, penalties, interest, attorney’s fees, and causes of action, arising during the Class Period,
12 which were or could have been raised based on the facts, conduct, and/or omissions alleged in
13 the Complaint, including, but not limited to, claims for missed meal and rest breaks; meal and
14 rest breaks premiums; unpaid wages, including minimum wages, regular wages, overtime and
15 double time wages; unpaid vacation; alleged wage statement violations; alleged failure to timely
16 pay all wages due upon separation of employment; alleged off the clock violations; alleged failure
17 to maintain and provide accurate records; alleged waiting time penalties; violations of the Fair
18 Labor Standards Act, the California Labor Code, the Business and Professions Code and relevant
19 Wage Orders; unfair business practices premised on the above claims; and penalties under the
20 California Private Attorneys General Act (“PAGA”). The Released Claims do not cover or
21 include (1) claims for Workers' Compensation, (2) claims for unemployment or disability
22 payments, (3) claims for discrimination, retaliation or harassment under Title VII or California's
23 Fair Employment and Housing Act, (4) tort claims, or (5) any other claims that cannot be released
24 as a matter of law. The Released Claims shall run during the entire Class Period. As of the
25 Effective Date of Settlement, each Class Member who has not filed a valid Request for Exclusion
26 shall be deemed to have fully, finally, and forever released, relinquished, and discharged all
27 Released Claims. This waiver and release of claims shall be binding on Named Plaintiff and all

1 members of the Class who have not timely submitted a valid Request For Exclusion, including
2 each of their respective attorneys, agents, spouses, executors, representatives, guardians ad litem,
3 heirs, successors, and assigns, and shall inure to the benefit of the Released Parties.

4 DD. “Released Parties” means Kinder Morgan G.P., Inc., a Delaware corporation,
5 Kinder Morgan Terminals, Inc., a Delaware corporation, Kinder Morgan Bulk Terminals LLC,
6 a Louisiana company, Kinder Morgan, Inc., a Delaware corporation, and each of their former or
7 present parents, subsidiaries, affiliates, investors, partners, owners, related organizations,
8 predecessors or successors, and all agents, employees, officers, directors, members, managers,
9 holding companies, insurers, and attorneys thereof.

10 EE. “Service Award” means the amount that the Court authorizes to be paid to the
11 Named Plaintiff in the Action over and above his Settlement Award, in recognition of his efforts
12 in assisting with the prosecution of the Action on behalf of the Class Members. This amount is
13 not to exceed Ten Thousand Dollars (\$10,000.00).

14 FF. “Settlement Award” means the total portion of the Net Settlement Award payable
15 to each member of the Settlement Class after deduction of the employee’s portion of all state and
16 federal employment withholding taxes, FICA and FUTA contributions and any other applicable
17 payroll deductions required by law, except the employers’ payroll tax and withholding
18 obligations, for which Defendants shall be solely responsible.

19 GG. “Settlement Class” means the Class Members who have not submitted a timely
20 Request for Exclusion.

21 HH. “Total Settlement Amount” means the total amount that Defendants will be
22 required by this Stipulation to pay to: Class Members (which includes the employee payroll taxes
23 withheld from the Wage Component of each Class Member’s Settlement Award); Named
24 Plaintiff; Class Counsel; the Claims Administrator; and the Labor and Workforce Development
25 Agency (i.e., the PAGA Payment). The Total Settlement Amount is Eight Hundred Thousand
26 Dollars (\$800,000). The Total Settlement Amount is non-reversionary, meaning that, if the
27 settlement is approved and becomes effective, no part of this amount shall be returned to the

1 Defendants. Total Settlement Amount does not include the employers' portion of employment
2 taxes and withholdings, which Defendant shall pay in addition to and separate from the Total
3 Settlement Amount.

4 II. "Total Potential Settlement Award" means the minimum amount each Class
5 Member will receive if he or she does not request exclusion. Each Class Member's actual
6 Settlement Award will vary depending on the number of Class Members that exclude themselves
7 from the settlement.

8 JJ. "Workweek" is calculated on a bi-weekly schedule whenever the hours worked
9 were greater than zero for a pay period between May 2, 2014 and the Preliminary Approval Date.

10 This Stipulation is made by the Named Plaintiff on behalf of himself and each of the other
11 Class Members, on the one hand, and Defendants, on the other hand, in this Action, and is subject
12 to the approval of the Court.

13 **II. BACKGROUND AND PRELIMINARY REPRESENTATIONS**

14 A. Conditional Certification. The Parties stipulate and agree to the conditional
15 certification of the Action for purposes of this Settlement only. Should for whatever reason the
16 Settlement not become final and effective as herein provided, the conditional class certification
17 shall immediately be dissolved without prejudice. The fact that the Parties were willing to
18 stipulate to conditional class certification as part of the Settlement shall have no bearing on, and
19 shall not be admissible in or considered in connection with, the issue of whether a class should
20 be certified in a non-settlement context in the Action and shall have no bearing on, and shall not
21 be admissible or considered in connection with, the issue of whether a class should be certified
22 in any other lawsuit. Defendants expressly reserve their right to oppose class certification should
23 this Settlement not become final and effective.

24 B. Investigation. The Parties have conducted significant investigation of the facts
25 and law. Such discovery and investigation included interviews with the Named Plaintiff and other
26 percipient witnesses as well as the review of documents and data necessary to calculate potential
27 damages. The Parties conducted one full day private mediation session before experienced

1 mediator Howard C. Hay. Counsel for the Parties investigated the law as applied to the facts
2 discovered regarding the alleged claims of the Class Members and potential defenses thereto, and
3 the damages claimed by the Class Members.

4 C. Defendants' Reasons for Settlement. Defendants concluded that any further
5 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts
6 of time, energy and resources of Defendants have been and, unless this Settlement is made, will
7 continue to be devoted to the defense of the Claims asserted by the Named Plaintiff. Defendants
8 have also taken into account the risks of further litigation in reaching their decision to enter into
9 this Settlement. Defendants have, therefore, agreed to settle in the manner and upon the terms set
10 forth in this Agreement to put to rest the Claims as set forth in the Complaint.

11 D. Defendants' Denials of Wrongdoing. Defendants have denied and continue to
12 deny each of the claims and contentions alleged by Class Members in the Action. Defendants
13 have repeatedly asserted, and continue to assert, defenses thereto, and have expressly denied and
14 continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct
15 alleged in the Action. Defendants also have denied and continue to deny, inter alia, the allegations
16 that the Class Members have suffered damage; that Defendants in any way failed to pay Class
17 Members for all hours worked; that Defendants violated any laws regarding minimum wage; that
18 Defendants violated any laws regarding overtime compensation; that Defendants failed to timely
19 pay Class Members all wages owed upon termination/resignation or otherwise when due; that
20 Defendants failed to comply with the law with respect to itemized wage statements; that
21 Defendants violated the law regarding meal and rest periods; that Defendants engaged in any
22 unlawful, unfair or fraudulent business practices; that Defendants engaged in any wrongful
23 conduct as alleged in the Action; or that Class Members were harmed by the conduct alleged in
24 the Action. Neither this Agreement, nor any document referred to or contemplated herein, nor
25 any action taken to carry out this Agreement, is, may be construed as, or may be used as an
26 admission, concession or indication by or against Defendants of any fault, wrongdoing or liability
27 whatsoever.

1 E. It is the desire of the Parties to fully, finally and forever settle, compromise and
2 discharge all disputes and claims against the Released Parties arising from or related to this
3 Action, and that this Settlement Agreement shall constitute a full and complete settlement and
4 release of all the Released Parties from all of the claims asserted in this Action.

5 **NOW, THEREFORE, IT IS HEREBY STIPULATED**, by and among the Named
6 Plaintiff on behalf of the Class Members on the one hand, and Defendants on the other hand, and
7 subject to the approval of the Court, that the Action is hereby being compromised and settled
8 pursuant to the terms and conditions set forth in this Agreement and that upon the Effective Date,
9 the Class Action shall be dismissed with prejudice, subject to the continuing jurisdiction of the
10 District Court as set forth below, subject to the recitals set forth hereinabove which by this
11 reference become an integral part of this Agreement and subject to the following terms and
12 conditions:

13 **III. AGREEMENT**

14 A. Release As To All Class Members. As of the Effective Date, all Class Members,
15 including the Named Plaintiff, release the Released Parties from the Released Claims. The Class
16 Members agree not to sue or otherwise make a claim against any of the Released Parties for the
17 Released Claims. Only Settlement Class members who cash their Settlement Award check shall
18 be deemed to have fully and forever released claims under the California Labor Code, the
19 Business and Professions Code, and relevant California Wage Orders.

20 1. General Release By Named Plaintiff Only. In addition to the releases made
21 by the Class Members set forth in Paragraph III(A) hereof and in consideration for the
22 Service Award, Named Plaintiff, as of the Effective Date, in his individual capacity for
23 himself, his heirs, executors, administrators, successors and assigns and with respect to
24 his individual claims only, agrees to release the Released Parties from all claims,
25 demands, rights, liabilities and causes of action of every nature and description
26 whatsoever, known or unknown, asserted or that might have been asserted, whether in
27 tort, contract, or for violation of any state or federal statute, rule or regulation arising out

1 of, relating to, or in connection with his employment by and termination from Released
2 Parties and any act or omission by or on the part of any of the Released Parties committed
3 or omitted prior to the Effective Date of this Agreement (the “General Release”). This
4 total release includes, but is not limited to, all claims arising directly or indirectly from
5 Named Plaintiff’s employment with Released Parties and the termination of that
6 employment; claims or demands related to wages, bonuses, vacation pay, benefits and
7 expense reimbursements pursuant to any federal, state or local law or cause of action,
8 including, but not limited to, breach of contract, breach of the implied covenant of good
9 faith and fair dealing, infliction of emotional harm, wrongful discharge, violation of
10 public policy, defamation and impairment of economic opportunity; violation of the
11 California Fair Employment and Housing Act, the California Labor Code, the California
12 Constitution; and any claims for violation of the Civil Rights Act of 1866, Title VII of
13 the Civil Rights Act of 1964, the Americans With Disabilities Act of 1990, The Family
14 and Medical Leave Act, The California Family Rights Act, and any private attorney
15 general action under the California Business & Professions Code §17200.

16 The General Release includes any unknown claims that Named Plaintiff does not
17 know or suspect to exist in his favor at the time of the General Release, which, if known
18 by him, might have affected his settlement with, and release of, the Released Parties or
19 might have affected his decision not to object to this Settlement or the General Release.
20 With respect to the General Release, Named Plaintiff stipulates and agrees that, upon the
21 Effective Date, he shall be deemed to have, and by operation of the Court’s Final
22 Approval Order, shall have, expressly waived and relinquished, to the fullest extent
23 permitted by law, the provisions, rights and benefits of Section 1542 of the California
24 Civil Code, or any other similar provision under federal or state law, 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.**

1 Named Plaintiff may hereafter discover facts in addition to or different from those
2 he now knows or believes to be true with respect to the subject matter of the General
3 Release, but upon the Effective Date, shall be deemed to have, and by operation of the
4 Court's Final Approval Order, shall have, fully, finally, and forever settled and released
5 any and all of the claims released pursuant to the General Release whether known or
6 unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or
7 heretofore have existed upon any theory of law or equity now existing or coming into
8 existence in the future, including, but not limited to, conduct that is negligent, intentional,
9 with or without malice, or a breach of any duty, law or rule, without regard to the
10 subsequent discovery or existence of such different or additional facts.

11 Notwithstanding the above, the scope of the General Release provided to
12 Defendants by the Named Plaintiff does not include any claims for disability, workers
13 compensation, or unemployment benefits, or any claims that cannot be released as a
14 matter of law.

15 B. Tax Liability. Defendants make no representations as to the tax treatment or legal
16 effect of the payments called for hereunder, and Named Plaintiff is not relying on any statement
17 or representation by Defendants in this regard. Named Plaintiff understands and agrees that Class
18 Members will be solely responsible for the payment of the employee's taxes and penalties
19 predicated on the payments described herein. Named Plaintiff shall hold harmless Released
20 Parties from and against any claims resulting from treatment of such payments as non-taxable
21 damages, including the treatment of such payment as not subject to withholding or deduction for
22 payroll and employment taxes. Defendants shall be liable for the employers' portion of
23 employment tax obligations and withholdings.

24 C. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
25 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
26 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
27 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS

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

21 D. Creation of the Settlement Fund. Within thirty (30) days after the Effective Date,
22 Defendants shall deliver the Total Settlement Amount to the Claims Administrator to create the
23 Settlement Fund. All payments that Defendants are required to make pursuant to the Settlement
24 Agreement shall be made from the Fund by the Claims Administrator. Defendants will retain
25 exclusive authority over, and responsibility for, those funds until required to deliver them to the
26 Claims Administrator in accordance with this paragraph. The distribution of the Settlement Fund
27 shall be as follows:

1 1. Named Plaintiff. The Service Award ultimately approved by the Court
2 shall be paid to the Named Plaintiff from the Settlement Fund within forty-five (45) days
3 after the Effective Date. The Parties agree that a decision by the Court to award the
4 Named Plaintiff an amount less than Ten Thousand Dollars (\$10,000.00) shall not be a
5 basis for the Named Plaintiff or Class Counsel to void this Stipulation. Defendant shall
6 issue the Named Plaintiff a Form 1099 for his Service Award. Named Plaintiff shall be
7 solely and legally responsible to pay his applicable taxes on this payment and shall hold
8 harmless Defendants from any claim or liability for taxes, penalties, or interest owed by
9 the Named Plaintiff as a result of these payments. The Service Award shall be in addition
10 to the Named Plaintiff’s Settlement Award.

11 2. Class Counsel. Defendants agree not to oppose or impede any application
12 or motion by Class Counsel for attorneys' fees not to exceed 30% of the Total Settlement
13 Fund (i.e, \$240,000) and actual litigation costs. The aggregate attorneys’ fees and costs
14 awarded by the Court shall be the “Fees and Costs Award.” Class Counsel shall be paid
15 the Fees and Costs Award from the Settlement Fund within forty-five (45) days after the
16 Effective Date. Class Counsel shall be solely and legally responsible to pay their
17 applicable taxes on the payment made pursuant to this Paragraph. Class Counsel further
18 agrees that Class Counsel shall be solely responsible for any allocation of the Fees and
19 Costs Award as between or among attorneys who have claims for such fees. Forms 1099
20 shall be provided to Class Counsel for the payments made pursuant to this Paragraph.

21 3. Claims Administrator. The Claims Administrator shall be paid for the
22 costs of administration of the settlement from the Settlement Fund. The estimate of such
23 costs of administration for the disbursement of the Total Settlement Amount is \$9,500.00.
24 This estimate includes all tasks required of the Claims Administrator by this Agreement
25 including the issuance of the Notice, the required tax reporting on the settlement amounts,
26 the issuance of checks, including the issuing of W2 and 1099 forms (if any), the handling
27 of Class Member questions and disputes, as well as calculation of employee withholding

1 taxes and the employer payroll taxes for Defendants to be remitted to the tax authorities.
2 Ten (10) calendar days prior to the Final Approval Hearing, the Claims Administrator
3 shall provide the Court and all counsel for the Parties with a statement detailing the final
4 costs of administration.

5 The Parties agree to cooperate in the settlement administration process and to
6 make all reasonable efforts to control and minimize the costs and expenses incurred in
7 the administration of the Settlement. The Claims Administrator shall be paid its costs of
8 administration from the Settlement Fund within forty-five (45) calendar days after the
9 Effective Date.

10 4. Class Members. The Settlement Awards shall be managed and
11 administered as follows:

12 (a) Defendants shall provide, within thirty (30) calendar days after
13 Preliminary Approval, the Claims Administrator with the "Database Report."

14 (b) Within fourteen (14) calendar days of receiving the Database
15 Report, the Claims Administrator shall mail the Notice to each Class Member in
16 accordance with Paragraph (III)(F)(3)(a).

17 (c) The Settlement Awards owed to Class Members shall be
18 calculated as follows:

19 (1) 90% of the Settlement Fund shall be allocated to
20 Workweeks worked in the Operator 12 Subclass. All of the Workweeks
21 Class Members worked during the Class Period in the Operator 12
22 Subclass shall be added together to calculate the total number of
23 Workweeks in the Operator 12 Subclass. The 90% of the Net Settlement
24 Fund allocated to the Operator 12 Subclass shall be divided by the total
25 number of Workweeks in the Operator 12 Subclass to create a per-
26 workweek settlement value for each Workweek for the Operator 12
27 Subclass.

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(2) 10% of the Settlement Fund shall be allocated to Workweeks worked in the Remaining Class Member Subclass. All of the Workweeks Class Members worked during the Class Period in the Remaining Class Member Subclass shall be added together to calculate the total number of Workweeks in the Remaining Class Member Subclass. The 10% of the Net Settlement Fund allocated to the Remaining Class Member Subclass shall be divided by the total number of Workweeks in the Remaining Class Member Subclass to create a per-workweek settlement value for each Workweek for the Remaining Class Member Subclass.

(3) The gross amount paid to a Class Member shall be based on that individual's number of Workweeks, multiplied by the Workweek amount as either an Operator 12 Subclass Member or Remaining Class Member. For instance, for a Class Member who worked some Workweeks as an Operator 12 and some Workweeks as a Remaining Class Member, the gross settlement amount would equal the total amount of Workweeks worked as an Operator 12 multiplied by the per-workweek settlement value for Operator 12 Workweeks plus the total amount of Workweeks worked as a Remaining Class Member multiplied by the per-workweek settlement value for Remaining Class Member. If Defendant's records show a Class Member worked as both an Remaining Class Member and an Operator 12 in a given Workweek, that Workweek will count as being an Operator 12 Workweek.

(4) Settlement Awards to Participating Settlement Class Members due to their membership in the Class are allocated for tax purposes as follows: One third (1/3) of each Class Member's Settlement Award shall be considered wages ("Wage Component") and two thirds

1 (2/3) shall be considered penalties and interest (the “Non-Wage
2 Component”). The Wage Component shall be reported on a W-2 Form and
3 will be provided to each Participating Settlement Class Member. From
4 each Class Member’s Wage Component, the employee’s portion of
5 employment taxes shall be made, including payroll deductions for state
6 and federal withholding taxes, and any other applicable payroll
7 deductions, owed by the Class Members as a result of the payment,
8 resulting in a “Net Wage Component.” No withholding shall be made on
9 the Non-Wage Component of the settlement. The Non-Wage Component
10 shall be reported on a 1099 Form and will be provided to each
11 Participating Settlement Class Member. The Net Wage Component shall
12 be added to the Non-Wage Component, resulting in each Class Member’s
13 Settlement Award.

14 (5) Class Members will have the opportunity, should they
15 disagree with Defendants’ records regarding the number of Workweeks as
16 presented on the Notice, to provide documentation and/or an explanation
17 to show contrary employment dates. Class Members must notify the
18 Claims Administrator of the dispute and submit documentation to support
19 their dispute (such as, without limitation, offer letters, payroll or time
20 keeping records, paycheck stubs) prior to the Objection/Exclusion
21 Deadline. Moreover, an individual can only dispute his/her number of
22 Workweeks if he/she does not exclude himself/herself from the
23 Settlement. If there is a dispute, the Claims Administrator will consult with
24 the Parties to determine whether a workweek adjustment is warranted. The
25 Parties shall engage in a good faith effort to reach an agreement as to
26 whether a workweek adjustment for the Class Member is warranted and,
27 if the Parties are unable to reach an agreement, they shall submit the

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dispute to the Court for determination on an expedited basis, through the submission of letter briefs of no more than three pages.

(6) All Class Members who do not timely request exclusion from the Settlement will automatically receive payment under this Settlement. Payment will be in the form of a Settlement Award check. Accompanying the Settlement Award check will be a letter explaining the following:

“Your signature on the enclosed check constitutes a full and complete release of Defendants and related entities of all claims alleged in, relating to, or arising out of the class action lawsuit, as more fully set forth in the Settlement Agreement. By signing and cashing the enclosed check, you consent to join the lawsuit as a Class Member and release any claims including alleged damages for failing to pay minimum wage and overtime wages, failing to provide meal and rest periods, failing to provide proper itemized wage statements, not timely paying wages at the time of termination, vacation wages, penalties (including but not limited to late payment penalties, waiting time penalties, PAGA penalties, and penalties for pay stub violations), for the claims asserted in this lawsuit under California Business & Professions Code §§ 17200; interest; fees; and costs; and claims under the California Labor Code, and California Wage Orders.

(d) The Claims Administrator, on Defendants’ and Class Counsel’s collective behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth herein, to Class Members calculated in accordance with the methodology set out in this Agreement and orders of the Court.

(e) No person shall have any claim against Defendants, Defendants’ Counsel, the Named Plaintiff, the Class, Class Counsel, or the Claims Administrator based on any errors or omissions in the distributions and payments that are required to be made in accordance with the terms of this Agreement.

1 E. Claims Administration.

2 1. The Parties agree to cooperate in the settlement administration process and
3 to make all reasonable efforts to control and minimize the costs and expenses incurred in
4 administration of the Settlement.

5 2. The Claims Administrator shall be responsible for: printing and mailing
6 the Notices to the Class Members as directed by the District Court; receiving and
7 reporting the requests for exclusion submitted by Class Members; issuing and mailing
8 Settlement Awards to Class Members; remitting all amounts due to the appropriate
9 federal, state, and local tax authorities, and other tasks as the Parties mutually agree or
10 the District Court orders the Claims Administrator to perform. The Claims Administrator
11 shall keep Defendants' Counsel and Class Counsel timely apprised of the performance of
12 all Claims Administrator responsibilities.

13 3. Any tax return filing required by this Agreement shall be made by the
14 Claims Administrator. Any expenses incurred in connection with such filing shall be a
15 cost of administration of the Settlement.

16 F. Notice/Approval of Settlement and Settlement Implementation. As part of this
17 Settlement, the Parties agree to the following procedures for obtaining preliminary District Court
18 approval of the Settlement, certifying a Settlement Class, notifying Class Members, obtaining
19 final District Court approval of the Settlement, and processing the Settlement Awards:

20 1. Preliminary Settlement Hearing. Named Plaintiff shall request a hearing
21 before the District Court to request preliminary approval of the Settlement and to request
22 the entry of the Preliminary Approval Order for certification of the Class for settlement
23 purposes only. Class counsel is to draft the Court filings necessary to obtain Court
24 approval of the Settlement. Before any Court documents seeking Court approval of this
25 Settlement are filed with the District Court, Class Counsel's draft of each proposed filing
26 shall be exchanged for review/approval by Defendants' Counsel. Both counsel shall
27 cooperate with mutual efforts to obtain Court approval. In conjunction with this hearing,

1 Named Plaintiff will submit this Agreement, which sets forth the terms of this Settlement,
2 and will include proposed forms of all notices and other documents as attached hereto
3 necessary to implement the Settlement. Named Plaintiff shall promptly set a date for the
4 motion for preliminary approval.

5 2. Certification of Settlement Class. Simultaneous with the filing of the
6 Stipulation of Settlement and solely for purposes of this Settlement, Named Plaintiff will
7 request that the Court enter an order preliminarily approving the proposed Settlement,
8 certifying the Class and the Class Period for settlement purposes only and setting a date
9 for a Final Approval Hearing. The Order shall be in a form to be agreed upon by the
10 Parties prior to the hearing on the Motion for Preliminary Approval and provide for
11 Notice of the Settlement and related matters to be sent to Class Members as specified
12 herein.

13 3. Statement of Non-Opposition: The Defendants shall file a statement of
14 non-opposition to the motion for preliminary approval.

15 4. Notice to Class Members. The Defendants shall provide the Claims
16 Administrator and Class Counsel with the Database Report within thirty (30) calendar
17 days after the Preliminary Approval Order. Notice of the Settlement shall be provided to
18 Class Members, and Class Members shall submit objections to the Settlement and/or
19 requests for exclusion from the Class, using the following procedures:

20 (a) Notice By First-Class Mail. Within fourteen (14) calendar days after
21 receiving the Database Report from the Defendants, the Claims
22 Administrator shall send a copy of the Notice to all Class Members via
23 First Class regular U.S. mail. Prior to mailing, the Claims Administrator
24 shall check all addresses on the Database Report against the National
25 Change of Address (NCOA) database. Additionally, the Claims
26 Administrator shall undertake reasonable address verification and
27 Accurint, or substantially similar skip tracing to ascertain the accuracy of

1 the last known address of each Class Member. To the extent these
2 processes yield an updated or better address, that updated address shall
3 replace the last known address and be treated as the new last known
4 address for purposes of this Settlement Agreement.

5 (b) Procedure For Undeliverable Notices. Any Notices returned to the
6 Claims Administrator as non-delivered within twenty-one (21) calendar days shall
7 be sent to the forwarding address affixed thereto. If no forwarding address is
8 provided, then the Claims Administrator shall promptly attempt to determine a
9 correct address using a single skip-trace, computer or other search using the name,
10 address and/or Social Security number of the individual involved, and shall then
11 perform a single re-mailing. The deadline for Class Members who receive a re-
12 mailed Notice to object to the Class Action Settlement or request an Exclusion
13 from the Class Action Settlement is twenty one (21) days from the date of re-
14 mailing. In the event the procedures in this Paragraph are followed and the
15 intended recipient of a Notice still does not receive the Notice, the intended
16 recipient shall be a Class Member and will be bound by all terms of the Settlement
17 and any Final Approval Order entered by the District Court if the Settlement is
18 approved by the District Court.

19
20 5. Procedure for Payment of Settlement Awards.

21 (a) Except for Excluded Class Members, all Class Members will
22 become eligible to receive a Settlement Award from Defendants, distributed
23 through the Claims Administrator.

24 (b) Settlement Awards for Class Members shall be paid exclusively
25 from the Settlement Fund, pursuant to the settlement formula set forth herein, and
26 mailed to the Class Members within sixty (60) calendar days of the Effective Date.

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(c) Should any question arise regarding the determination of eligibility for, or the amounts of, any Settlement Awards under the terms of this Agreement, Class Counsel and Defendants' Counsel shall meet and confer in an attempt to reach agreement. The Parties shall engage in a good faith effort to reach an agreement and, if the Parties are unable to reach an agreement, the issue shall be submitted to the Court for determination on an expedited basis, through the submission of letter briefs of no more than three pages.

(d) Class Members shall have one hundred and eighty (180) days after mailing of the Settlement Payment checks by the Claims Administrator to cash their Settlement Payment checks. If such Class Members do not cash their checks within this period, the Claims Administrator shall redistribute the unclaimed funds to the Participating Settlement Class Members in proportion to their original Settlement Award. Notwithstanding the pro-rata redistribution, no Participating Settlement Class Member shall be entitled to recover more than two times (2x) this or her original estimated Settlement Award. Whether or not such Class Members receive any payment due to their failure to timely cash their Settlement Payment checks, this Settlement Agreement shall be binding upon them.

(e) After the redistribution of the unclaimed funds to Participating Settlement Class Members as described in the preceding paragraph, Participating Settlement Class members shall have one hundred and eighty (180) days to cash their supplemental Settlement Payment checks. Should there remain any residual from the Net Settlement Amount after all payments are made under this Settlement Agreement, including distribution to Class Members and redistribution of the Net Settlement Amount to Participating Class Members, the residual amount shall be paid to a Court-approved *cy pres* beneficiary. The parties hereby propose the Kinder Morgan Foundation as the *cy pres* recipient.

1 (f) The maximum amount Defendants can be required to pay under
2 this Settlement (other than the employers' portion of employment taxes and
3 withholdings and Defendants' attorneys' fees and Defendants' litigation costs) is
4 Eight Hundred Thousand Dollars (\$800,000.00). Defendants are liable for their
5 portion of the employers' taxes and withholdings separate from and in addition to
6 this amount.

7 6. Procedure for Objecting to or Requesting Exclusion From Class Action
8 Settlement.

9 (a) Procedure for Objecting. The Notice shall provide that Class
10 Members who wish to object to the settlement must mail a written statement of
11 objection ("Notice of Objection") to the Claims Administrator no later than the
12 Objection/Exclusion Deadline Date. Only Class Members (i.e., not Excluded
13 Class Members) may submit objections and have the objections heard. The
14 postmark date of the mailing shall be deemed the exclusive means for determining
15 that a Notice of Objection is timely. The Notice of Objection must state the basis
16 for the objection. Class Members who fail to make objections in the manner
17 specified above shall be deemed to have waived any objections and shall be
18 foreclosed from making any objection (whether by appeal or otherwise) to the
19 Settlement Agreement and/or from appealing any order by the Court approving
20 the Settlement. No later than fourteen (14) calendar days before the Final
21 Approval Hearing, the Claims Administrator shall provide counsel for the Parties
22 with complete copies of all objections received, including the postmark dates for
23 each objection. Class Members who submit a timely Notice of Objection will have
24 a right to appear at the Final Approval Hearing in order to have their objections
25 heard by the Court. At no time shall any of the Parties or their counsel seek to
26 solicit or otherwise encourage Class Members to submit written objections to the
27 settlement or to appeal from any order of the Court approving the settlement.

1 Class Counsel shall not represent any Class Member with respect to any such
2 objection.

3 (b) Procedure for Requesting Exclusion. The Notice shall provide that
4 Class Members who wish to exclude themselves from the Class and, in so doing,
5 become an Excluded Class Member, must submit a written request to be excluded
6 from the Class on or before the Objection/Exclusion Deadline Date. Such request
7 for exclusion: (1) must contain the name, address, telephone number and the last
8 four digits of the Social Security number of the person requesting exclusion and
9 the location and years of his or her employment by Defendants; (2) must be
10 returned by mail to the Claims Administrator at the specified address; (3) and
11 must be postmarked on or before the Objection/Exclusion Deadline Date. The
12 date of the postmark shall be the exclusive means used to determine whether a
13 request for exclusion has been timely submitted. Any Plaintiff who requests an
14 exclusion from the Class will not be entitled to submit objections to the
15 Settlement, will not be entitled to any recovery under the Settlement, and will not
16 be bound by the Settlement or have any right to object, appeal or comment
17 thereon. Class Members who fail to submit a valid and timely request for
18 exclusion on or before the Objection/Exclusion Deadline Date shall be Class
19 Members and shall be bound by all terms of the Settlement, if the Settlement is
20 approved by the Court. No later than fourteen (14) calendar days before the Final
21 Approval Hearing, the Claims Administrator shall provide counsel for the Parties
22 with a complete list of all Class Members who have timely requested exclusion
23 from the Settlement. At no time shall any of the Parties or their counsel seek to
24 solicit or otherwise encourage Class Members to submit requests for exclusion
25 from the Settlement.

1 forth herein; or (iv) the Settlement does not become final for any other reason, this
2 Settlement Agreement shall be null and void and any order entered by the Court in
3 furtherance of this Settlement shall be treated as void from the beginning. In such a case,
4 the Parties shall be returned to their respective statuses as of the date and time
5 immediately prior to the execution of this Agreement, and the Parties shall proceed in all
6 respects as if this Settlement Agreement had not been executed, except that any fees
7 already incurred by the Claims Administrator shall be paid by Defendants and shall not
8 be repaid to Defendants. In the event appellate review is sought prior to the Effective
9 Date, administration of the Settlement shall be stayed pending final resolution of the
10 appeal. The fact that the Parties were willing to stipulate to conditional class certification
11 as part of the Settlement shall have no bearing on, and shall not be admissible in or
12 considered in connection with, the issue of whether a class should be certified in a non-
13 settlement context in the Action and shall have no bearing on, and shall not be admissible
14 or considered in connection with, the issue of whether a class should be certified in any
15 other lawsuit. Defendants expressly reserve their right to oppose class certification should
16 this Settlement not become final and effective.

17 11. Certification By Claims Administrator. Upon completion of
18 administration of the distributions, the Claims Administrator shall provide written
19 certification of such completion to the Court and counsel for all Parties.

20 G. No Effect on Employee Benefits. The Settlement Awards paid to the Named
21 Plaintiff or other Class Members shall be deemed not to be pensionable earnings and shall not
22 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g.,
23 vacations, holiday pay, retirement plans, etc.) of the Named Plaintiff or Class Members. The
24 Parties agree that any Settlement Awards to Class Members under the terms of this Agreement
25 do not represent any modification of Class Members' previously credited hours of service or
26 other eligibility criteria under any employee pension benefit plan or employee welfare benefit
27 plan sponsored by Defendants. Further, any Settlement Awards or Incentive Awards hereunder

1 shall not be considered “compensation” in any year for purposes of determining eligibility for,
2 or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan, or
3 incentive compensation plan sponsored by Defendants.

4 H. Publicity. Plaintiff and his counsel agree that they have not and will not publish
5 the resolution of this case. In response to any inquiries Plaintiff will state that “the case was
6 resolved and it was resolved confidentially.” Plaintiff’s counsel shall not report the resolution of
7 this case in any medium or in any publication, shall not post or report anything regarding the
8 claims of Plaintiff or the Putative Class or the resolution of this case on their website, and shall
9 not contact any reporters or media regarding the resolution of this case. However, Plaintiff’s
10 attorneys are authorized to make a limited disclosure to the Court for the purposes of obtaining
11 the approval of the settlement and may discuss the settlement with the Class Members. This
12 disclosure is limited to court filings and neither Plaintiff nor his counsel or representatives are
13 permitted to disseminate or publish, distribute or discuss the information provided to the Court
14 in those filings outside the filings themselves and any hearing held on those filings, unless
15 ordered otherwise by the Court. In the event the Named Plaintiff violates this confidentiality
16 provision, Defendants may, in their sole discretion, elect to request that the Court deny Named
17 Plaintiff the Service Award set forth herein.

18 I. Exhibit(s) and Headings. The terms of this Agreement include the terms set forth
19 in any attached Exhibit(s), which are incorporated by this reference as though fully set forth
20 herein. Any Exhibit(s) to this Agreement are an integral part of the Settlement. The descriptive
21 headings of any paragraphs or sections of this Agreement are inserted for convenience of
22 reference only and do not constitute a part of this Agreement.

23 J. Interim Stay of Proceedings. The Parties agree to hold all proceedings and
24 deadlines in the Class Action, except such proceedings necessary to implement and complete the
25 Settlement, in abeyance pending the Preliminary and Final Approval Hearings to be conducted
26 by the District Court. Said stay shall terminate if and when (1) the Court permanently denies
27

1 approval (preliminary or final) of the Settlement or, (2) the Court issues an Order terminating the
2 stay.

3 K. Amendment or Modification. This Agreement may be amended or modified only
4 by a written instrument signed by counsel for all Parties or their successors-in-interest.

5 L. Entire Agreement. This Agreement and any attached Exhibit(s) constitute the
6 entire agreement among these Parties, and no oral or written representations, warranties or
7 inducements have been made to any Party concerning this Agreement or its Exhibit(s) other than
8 the representations, warranties and covenants contained and memorialized in such documents.
9 Defendants shall not be required as part of the Settlement to modify or eliminate any of its
10 personnel, compensation or payroll practices, or adopt any new personnel, compensation or
11 payroll practices.

12 M. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
13 and represent they are expressly authorized by the Parties whom they represent to negotiate this
14 Agreement and to take all appropriate action required or permitted to be taken by such Parties
15 pursuant to this Agreement to effectuate its terms, and to execute any other documents required
16 to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
17 other and use their best efforts to effect the implementation of the Settlement. In the event the
18 Parties are unable to reach agreement on the form or content of any document needed to
19 implement the Settlement, or on any supplemental provisions that may become necessary to
20 effectuate the terms of this Settlement, the Parties may seek the assistance of the District Court
21 to resolve such disagreement. The persons signing this Agreement on behalf of Defendants
22 represent and warrant that they are authorized to sign this Agreement on behalf of Defendants.

23 N. Binding on Successors and Assigns. This Agreement shall be binding upon, and
24 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

25 O. California Law Governs. All terms of this Agreement and the Exhibit(s) hereto
26 shall be governed by and interpreted according to the laws of the State of California.

1 P. Counterparts. This Agreement may be executed in one or more counterparts. All
2 executed counterparts and each of them shall be deemed to be one and the same instrument
3 provided that counsel for the Parties to this Agreement shall exchange among themselves original
4 signed counterparts.

5 Q. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
6 Settlement is a fair, adequate and reasonable settlement of this Class Action and have arrived at
7 this Settlement after extensive arms-length negotiations, taking into account all relevant factors,
8 present and potential.

9 R. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the
10 interpretation, implementation and enforcement of the terms of this Agreement and all orders
11 entered in connection therewith, and the parties and their counsel hereto submit to the jurisdiction
12 of the Court for purposes of interpreting, implementing and enforcing the settlement embodied
13 in this Agreement and all orders entered in connection therewith.

14 S. Cooperation and Drafting. Each of the parties has cooperated in the drafting and
15 preparation of this Agreement. Hence, in any construction made to this Agreement, the same
16 shall not be construed against any of the parties.

17 T. Invalidity of Any Provision. Before declaring any provision of this Agreement
18 invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possibly
19 consistent with applicable precedents so as to define all provisions of this Agreement valid and
20 enforceable.

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1 U. Named Plaintiff's Waiver of Right to be Excluded and Object. The Named
2 Plaintiff agrees to sign this Agreement and by signing this Agreement is bound by the terms
3 herein stated and further agrees not to request to be excluded from the Settlement Class and
4 agrees not to object to any of ~~the terms of~~ this Agreement. Non-compliance by the Named
5 Plaintiff with this Paragraph shall be void and of no force or effect. Any such requests for
6 exclusion or objections shall therefore be void and of no force or effect.

7 Dated: 2-17, 2020 
8 Plaintiff,
9 STEVEN M. BAILEY

10 Dated: _____, 2020
11 Defendant,
12 KINDER MORGAN G.P.

13 Dated: _____, 2020
14 Defendant,
15 KINDER MORGAN TERMINALS, INC.

16 Dated: _____, 2020
17 Defendant,
18 KINDER MORGAN BULK
19 TERMINALS, LLC.

20 **APPROVED AS TO FORM:**

MATHEW & GEORGE

21
22 Dated: _____, 2020
23 Abraham Mathew, Esq.
24 Jacob George, Esq.
25 Sang J. Park, Esq..
26 Attorneys for Plaintiff,
27 STEVEN M. BAILEY

1 U. Named Plaintiff's Waiver of Right to be Excluded and Object. The Named
2 Plaintiff agrees to sign this Agreement and by signing this Agreement is bound by the terms
3 herein stated and further agrees not to request to be excluded from the Settlement Class and
4 agrees not to object to any of the terms of this Agreement. Non-compliance by the Named
5 Plaintiff with this Paragraph shall be void and of no force or effect. Any such requests for
6 exclusion or objections shall therefore be void and of no force or effect.

7
8 Dated: _____, 2020

Plaintiff,
STEVEN M. BAILEY

9
10 Dated: 2/6/_____, 2020




Defendant,
KINDER MORGAN G.P.

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12
13 Dated: 2/6/_____, 2020



Defendant,
KINDER MORGAN TERMINALS, INC.

14
15
16 Dated: 2/6/_____, 2020



Defendant,
KINDER MORGAN BULK
TERMINALS, LLC.

17
18
19 **APPROVED AS TO FORM:**

MATHEW & GEORGE

20
21
22 Dated: _____, 2020

Abraham Mathew, Esq.
Jacob George, Esq.
Sang J. Park, Esq.,
Attorneys for Plaintiff,
STEVEN M. BAILEY

1 U. Named Plaintiff's Waiver of Right to be Excluded and Object. The Named
2 Plaintiff agrees to sign this Agreement and by signing this Agreement is bound by the terms
3 herein stated and further agrees not to request to be excluded from the Settlement Class and
4 agrees not to object to any of the terms of this Agreement. Non-compliance by the Named
5 Plaintiff with this Paragraph shall be void and of no force or effect. Any such requests for
6 exclusion or objections shall therefore be void and of no force or effect.

7
8 Dated: _____, 2020

Plaintiff,
STEVEN M. BAILEY

9
10 Dated: _____, 2020

Defendant,
KINDER MORGAN G.P.

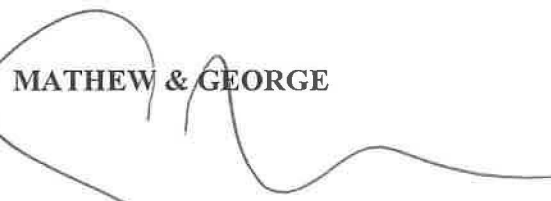
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13 Dated: _____, 2020

Defendant,
KINDER MORGAN TERMINALS, INC.

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15
16 Dated: _____, 2020

Defendant,
KINDER MORGAN BULK
TERMINALS, LLC.

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19 **APPROVED AS TO FORM:**

MATHEW & GEORGE


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22 Dated: 2/7, 2020

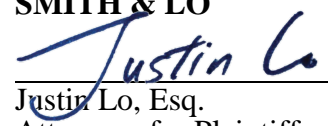
Abraham Mathew, Esq.
Jacob George, Esq.
Sang J. Park, Esq..
Attorneys for Plaintiff,
STEVEN M. BAILEY

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Dated: February 6, 2020

SMITH & LO



Justin Lo, Esq.
Attorneys for Plaintiff,
STEVEN M. BAILEY

FISHER & PHILLIPS LLP

Dated: _____, 2020

Christopher C. Hoffman, Esq.
Aaron F. Olsen, Esq.
Attorneys for Defendants KINDER
MORGAN G.P., INC., KINDER
MORGAN TERMINALS, INC., and
KINDER MORGAN BULK
TERMINALS, LLC

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SMITH & LO

Dated: _____, 2020

Justin Lo, Esq.
Attorneys for Plaintiff,
STEVEN M. BAILEY

FISHER & PHILLIPS LLP

Dated: February 12 _____, 2020



Christopher C. Hoffman, Esq.
Aaron F. Olsen, Esq.
Attorneys for Defendants KINDER
MORGAN G.P., INC., KINDER
MORGAN TERMINALS, INC., and
KINDER MORGAN BULK
TERMINALS, LLC