

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND
HEARING DATE FOR COURT APPROVAL**

Charles Mikich, et al. v. Sayeh Petroleum, Inc., et al., Case No. CGC-20-582385

As a current or former hourly, non-exempt employee of Sayeh Petroleum, Inc., Hedia Petroleum, Inc., Hadad Enterprise, Inc., Hadad Petroleum, Inc., Bay Area Auto Care, Inc., Houtan Petroleum, Inc., Green Planet Gas, Inc., and Ali Bozorghadad, in California, you may be entitled to receive money from a class action settlement.

«EmployeeName»
«Address1» «Address2»
«City», «State» «Zip»

Please provide current address (if different) here:

*The San Francisco County Superior Court has authorized this Class Notice.
This is not a solicitation from a lawyer.*

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT IF YOU ARE A CURRENT OR FORMER HOURLY, NON-EXEMPT EMPLOYEE OF SAYEH PETROLEUM, INC., HEDIA PETROLEUM, INC., HADAD ENTERPRISE, INC., HADAD PETROLEUM, INC., BAY AREA AUTO CARE, INC., HOUTAN PETROLEUM, INC., GREEN PLANET GAS, INC., AND ALI BOZORGHADAD (ALSO KNOWN AS ED BOZORGHADAD ALSO KNOWN AS ED HADAD) IN THE STATE OF CALIFORNIA BETWEEN JANUARY 16, 2016 AND OCTOBER 31, 2022.

A proposed settlement of \$2,000,000.00 (the “Gross Settlement Amount”) will be used to pay claims to: All persons Sayeh Petroleum, Inc., Hedia Petroleum, Inc., Hadad Enterprise, Inc., Hadad Petroleum, Inc., Bay Area Auto Care, Inc., Houtan Petroleum, Inc., Green Planet Gas, Inc., and Ali Bozorghadad (also known as Ed Bozorghadad also known as Ed Hadad) employed in California as hourly, non-exempt employees during the “Class Period” of January 16, 2016 to October 31, 2022 (the “Class Members”). The Gross Settlement Amount includes (a) expenses and fees of the Settlement Administrator up to \$32,000.00; (b) a Class Representative Payment of \$25,000.00 to each of the Plaintiffs CHARLES MIKICH AND JONATHON GORDON (collectively “Plaintiffs” or “Class Representatives”) as the class representatives; (c) attorneys’ fees of up to \$666,666.00 and litigation expenses of up to \$35,000.00 to Class Counsel; and (d) \$50,000.00 allocated to settle claims brought pursuant to the Private Attorneys General Act, California Labor Code Section 2698, *et seq.* (“PAGA”) (75% of which will go to the California Labor & Workforce Development Agency (“LWDA”) and 25% of which will go to Class Members). The Court must approve these payments at the Final Approval Hearing.

- Defendants confirmed through the Settlement Administrator for purposes of further settlement negotiations that there are 46,844 Work Weeks worked by the Class Members for the period of January 22, 2016 through September 3, 2022. For the avoidance of doubt, the term “Work Weeks” shall mean weeks during which Class Members actually performed work for or on behalf of Defendants. These numbers would be expected to increase proportionately for the passage of time between that date and October 31, 2022. Before the Parties seek or a Party seeks court approval of the Settlement, the Settlement Administrator will advise Plaintiffs’ counsel of Defendants’ report of the total number of Work Weeks worked through October 31, 2022. The Settlement Administrator shall determine the total number of Work Weeks worked by Class Members by counting the number of paychecks issued by Defendants during the Class Period, as evidenced by Defendants’ payroll records, a sampling of which was provided to EmployStats, a payroll data analyst employed by the Parties, in connection with the Parties’ mediation efforts, and multiplying that figure by two. If the Work Weeks worked as of October 31, 2022 exceed 46,844 Work Weeks worked by more than 10.00%, the Gross Settlement Amount, including the attorneys’ fees to Class Counsel will increase proportionally according to the number of additional Work Weeks worked. For example, if the number of Work Weeks as of October 31, 2022 exceeds 46,844 by 11%, the Gross Settlement Amount, including the attorney fees to Class Counsel, shall increase by 1%. This provision is the “Escalation Clause.” If the workweeks worked as of October 31, 2022 exceeds 46,844 workweeks by more than 10.00%, Defendants shall have the option to (a) vacate

the Parties' settlement and deem it null and void or (b) cap the Class Period as of the date the number of workweeks reaches but does not exceed 51,528.

- The settlement resolves a lawsuit entitled *Charles Mikich, et al. v. Sayeh Petroleum, Inc., et al.*, Case No. CGC-20-582385 (the "Action") for Defendants' alleged failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, and other legal consequences that would follow from these failures, including claims under California's Business & Professions Code and PAGA. This settlement avoids the costs and risks from continuing the Action, pays money to persons like you, and releases Defendants from alleged liability.
- The Court has not made a determination of the validity of the claims in the Action. Defendants deny any and all liability arising from any of the claims and contend that they are not responsible for a failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, or related wrongs, and fully complied with all applicable laws.
- Class Members will receive a payment based on the number of Work Weeks, rounded up to the nearest full Work Week, during the Class Period.

PLEASE READ THIS ENTIRE CLASS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.

HOW MUCH WILL I GET?
You have a total number of «WorkWeeks» Work Weeks during the Class Period.
It is expected that you will receive approximately «EstAmount» from this Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive a payment and give up your legal rights to pursue claims released by the settlement of the Action.
OPT OUT	Receive no payment and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Action. However, you may not opt out of the PAGA Released Claims.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, CPT Group, Inc., about why you do not like the settlement and they will forward your concerns to counsel which will then be provided to the Court.
DISPUTE THE WORK WEEKS CALCULATION	If you feel that you worked a different amount of Work Weeks as an hourly, non-exempt employee than identified above, you may dispute that calculation by writing to the Settlement Administrator.
ATTEND A HEARING	You have the right to attend a fairness hearing that will be conducted by the Court, but you are not required to attend. If you timely file and serve a written objection, and if you also want to speak about your objection at the hearing, you should send a letter to the Settlement Administrator, CPT Group, Inc., providing notice of your intention to appear and speak at the hearing.

IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

1. Why did I get this Class Notice?

You were sent this Class Notice because you have a right to know about the proposed settlement in the Action and about all of your options before the Court rules on whether to finally approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a "Settlement Administrator" appointed by the Court will

make the payments that the settlement allows. This Class Notice explains the Action, the proposed settlement, your legal rights, and what benefits are available and how to receive them.

The Court in charge of this case is the San Francisco County Superior Court. The persons who sued are called “Plaintiffs” and the organizations they sued are called “Defendants.”

2. What is the Action about?

In the Action, Plaintiffs Charles Mikich and Jonathon Gordon alleged multiple violations of the California Labor Code, the California Business & Professions Code, and PAGA, including causes of action for: failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, unfair competition under California’s Business & Professions Code, and claims for civil penalties for violations of the PAGA.

3. Why is there a settlement?

The parties disagree on the probable outcome of the case with respect to liability, damages, and how much money could be recovered if the Plaintiffs won at trial. Defendants believe the Plaintiffs would not prevail if this case went to trial. The Court has not decided in favor of the Plaintiffs or Defendants. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have therefore chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial, yet Class Members are still entitled to receive payments if they comply with the instructions in this Class Notice. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. The Plaintiffs and Class Counsel believe that the proposed settlement is fair and reasonable and is in the best interest of the Class Members.

4. What is a class action settlement?

The Court must approve the terms of the proposed settlement as fair and reasonable. Once approved, the settlement will affect all Class Members, except those who have properly opted out. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may receive. Please read this entire Class Notice carefully.

5. What should I do?

You can do nothing, and if you are entitled to a payment, you will be paid. Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you need to contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement check itself reaches you and is not returned as an address unknown.

6. How much will my payment be?

After all fees, costs, and offsets are taken as set forth under the Settlement Agreement (which is available for review), the remainder will be used to pay Class Members a pro-rata payment based on the number of Work Weeks each Class Member worked during the Class Period and PAGA Members a pro-rata payment based on the number of Work Weeks each PAGA Member worked during the PAGA Period (“Pro-Rata Share”).

The Settlement Administrator shall determine by how many Work Weeks each such Class Member has.

Your estimated payment is listed above, on page 2 of this document. If you do not dispute your Work Weeks calculation, and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, you do not need to take any action to receive a settlement payment.**

If you wish to dispute the number of Work Weeks credited to you or anything else about your employment status, you must write to the Settlement Administrator indicating what you believe is incorrect and return it on or before July 29, 2024 via U.S. Mail with proof of the submission date (such as a postmark or delivery service date stamp). You may use the enclosed Work Weeks Dispute Form for this purpose. If the Settlement Administrator re-mailed your Class Notice to a new address, you will have additional 15 days from the date of the re-mailed Class Notice to write to the Settlement Administrator to dispute your Work Weeks information. You must also send any documents or other information that you contend supports your belief that the information set forth above is incorrect. The Settlement Administrator will resolve any dispute based upon Defendants' records and any information you provide. Please be advised that the information on this Notice is presumed to be correct unless the documents you submit are company records from Defendants.

7. When would I get my payment?

The Court will hold a hearing on September 3, 2024 at 9:30 a.m to decide whether to approve the proposed settlement. If the Court approves the settlement and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, call the Settlement Administrator at 1-(833) 874-0836, or contact Class Counsel (see below for Class Counsel's contact information.). Please be patient.

Defendants will pay the Gross Settlement Amount in two annual \$1,000,000 installments. There will be two annual distributions of the Gross Settlement Amount. The parties do not expect the final distribution to take place until September 12, 2025, so please be patient and, if you change your address, advise the Settlement Administrator immediately.

You will have 180 days to cash your settlement check. If a mailed individual settlement payment is not cashed by March 11, 2026 (within 180 days of the date printed on the check), all uncashed funds will be paid to the California State Controller's Office Unclaimed Property Fund with the identity of the Class Member to whom the funds belong, to be held for the Class Member.

8. What am I releasing?

If you do not exclude yourself from the settlement (according to the procedures explained below), you will release certain claims as follows:

The Parties agree that it is their intent that the resolution set forth in this Settlement will release and discharge the Released Claims by way of any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind by each and all of the Settlement Class Members (including participation to any extent in any representative or collective action) against the Released Parties. This release will not take effect until Defendants have paid the Gross Settlement Amount in full per this Settlement Agreement. All PAGA Members, regardless of whether they submit timely and valid requests for exclusion from the Settlement, will release all Released Claims under PAGA against the Released Parties. The State of California will also release all Released Claims under PAGA against the Released Parties.

"Released Claims" shall mean all claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims during the period of January 16, 2016 through October 31, 2022 asserted in the Operative Complaint and/or in the letter(s) sent by Plaintiffs to the LWDA concerning Defendants and the other Released Parties, whether sounding in law or equity, tort, contract, statute, or other applicable federal, state or local law or regulation, including but not limited to the following claims: failure to pay wages, unauthorized and unlawful wage deductions, failure to provide meal periods, failure to authorize and permit rest periods, failure to indemnify for business expenses, failure to issue proper wage statements, failure to timely pay wages, failure to maintain required payroll records, unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any

of the claims, causes of action or legal theories of relief pleaded in the Action, all claims under PAGA or for civil penalties that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Action or Plaintiff's letter(s) to the LWDA, including but not limited to the California Code of Regulations and to Labor Code sections 201, 202, 203, 204, 210, 221, 225.5, 226, 226.3, 226.7, 510, 511, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and 2699; and any and all damages, restitution, disgorgement, civil penalties, statutory penalties, taxes, interest or attorneys' fees or costs resulting therefrom. Released Claims shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, or any other claim or right that as a matter of law cannot be waived or released. The Parties acknowledge that Released Claims includes any claims for penalties by a PAGA Member resulting from any LWDA investigation. The Parties will meet and confer in good faith if the Court requires changes to the scope of the Released Claims.

“Released Parties” shall mean Defendants, and any of their former and present agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related corporations, divisions, joint venturers, assigns, predecessors, successors, service providers, insurers, consultants, subcontractors, joint employers, employee benefit plans and fiduciaries thereof, affiliated organizations, and all persons acting under, by, through or in concert with any of them, and each of them.

The release provisions of this Settlement will not take effect until Defendants have paid the Gross Settlement Amount in full per this Settlement Agreement.

9. How can I opt out of this settlement?

You can opt out of this settlement and retain your rights. To do so, you must send a letter by mail to the Settlement Administrator with the following sentence, or something similar, stating: “I request to be excluded from the class action proceedings in the matter of *Charles Mikich, et al. v. Sayeh Petroleum, Inc.*, Case No. CGC-20-582385.” You may use the enclosed “Election not to Participate in Settlement Form” for this purpose. You will have 60 **days** from the date of mailing of this Class Notice to do so. Your Opt-Out request must be in writing and mailed to the Settlement Administrator, *Mikich v. Sayeh Petroleum, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606 and be postmarked no later than July 29, 2024, or it will not be considered and you will be bound by the settlement. If the Settlement Administrator re-mailed your Class Notice to a new address, you will have additional 15 days from the date of the re-mailed Class Notice to opt out. You must include your full name (and former names, if any) and address in your request and you must sign the written request. However, you cannot opt-out of the PAGA Released Claims and will receive your pro rate share of the PAGA Penalties whether or not you opt out of the settlement.

10. Do I have a lawyer in this case?

The Court has appointed David G. Spivak of The Spivak Law Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069, Telephone: (213) 725-9094, david@spivaklaw.com, and Walter L. Haines of United Employees Law Group, 4276 Katella Ave, Suite 301, Los Alamitos, CA 90720, Telephone: (562) 256-1047, walter@uelglaw.com to represent you and other Class Members in the Action. These lawyers are called Class Counsel. They will be compensated from the Gross Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Subject to the Escalation Clause above, Class Counsel will ask the Court to award them fees of approximately 33 and 1/3% (one-third) of the Gross Settlement Amount. Class Counsel will also ask the Court to award them costs of not more than \$35,000.00 incurred in connection with the Action. The Court may choose to award less than the amount requested by Class Counsel.

12. How do I tell the Court that I do not like the settlement?

You can ask the Court to deny approval by objecting. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies the settlement, no settlement payments will be sent out and the Action will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing or in person. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers should (a) clearly identify the case name and number (*Charles Mikich, et al. v. Sayeh Petroleum, Inc.*, Case No. CGC-20-582385), (b) be submitted to the Settlement Administrator by mailing them to the Settlement Administrator, *Mikich v. Sayeh Petroleum, Inc.*, c/o CPT Group, Inc., 50 Corporate Park, Irvine, CA 92606, and (c) be filed or postmarked on or before July 29, 2024. If the Settlement Administrator re-mailed your Class Notice to a new address, you will have additional 15 days from the date of the re-mailed Class Notice to object. Class Members may appear at the final approval hearing to be heard on their objections, even if they have not previously served a written objection.

13. When and where will the Court decide whether to approve the settlement?

The Court will hold a fairness hearing on September 3, 2024 at 9:30 a.m in Department 610 at the San Francisco County Superior Court, Civic Center Courthouse, 400 McAlister Street, San Francisco, CA 94102-3680, (The Honorable Garrett L. Wong presiding). At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections that were properly made, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take. The Court may reschedule the hearing date without further notice to you. You can contact the Settlement Administrator at 1-(833) 874-0836 to confirm the date and time of the hearing.

14. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But, you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you timely mailed your written objection, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

15. May I speak at the hearing?

Regardless of whether you properly objected to the settlement, you may speak at the fairness hearing.

16. What happens if I do nothing at all?

You will participate in the settlement and receive payment. You will be bound by the release as set forth herein.

GETTING MORE INFORMATION

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. You may call 1-(833) 874-0836 or write the Settlement Administrator, CPT Group, Inc., located at *Mikich v. Sayeh Petroleum, Inc.* c/o CPT Group, Inc., located at 50 Corporate Park, Irvine, CA 92606.

You can also access the San Francisco County Superior Court's Online Services at <https://sf.courts.ca.gov/online-services/case-information>, or by visiting the Clerk's Office at the San Francisco County Superior Court, Civic Center Courthouse, 400 McAlister Street, San Francisco, CA 94102-3680), between 8:30 a.m. and 12:30 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.