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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

SARAH P. ESPINOZA; an individual, on
behalf of herself and on behalf of all persons
similarly situated,

PLAINTIFF,

vs.

LOVE'S COUNTRY STORES OF
CALIFORNIA; and DOES 1 through 50,
Inclusive;
DEFENDANTS.

Case No. CIV DS 2016481

[Action Filed 10/07/2020]

**STIPULATION OF SETTLEMENT OF
CLASS ACTION AND PAGA ACTION
AND RELEASE OF CLAIMS**

Judge: Honorable David Cohn.
Dept.: S-26

1 This Stipulation of Class Action Settlement and Release of Claims is entered into by and
2 between Plaintiffs ESTEFANIA RENTERIA and SARAH P. ESPINOZA (hereinafter collectively
3 “Plaintiffs”), individually and on behalf of the Settlement Class, and in their representative capacity
4 on behalf of the State of California and the Aggrieved Employees, and Defendant LOVE’S
5 COUNTRY STORES OF CALIFORNIA, a California Corporation. (hereinafter “Defendants”).

6 **I. DEFINITIONS**

7 A. “Actions” shall mean the following collectively, *Renteria v. Love’s Country Stores of*
8 *California*, Kern County Superior Court, Case No. BCV-20-101260, filed May 28,
9 2020 (hereinafter the “*Renteria* Action”) and *Espinoza v. Love’s Country Stores of*
10 *California*, San Bernardino Superior Court, Case No. CIV-DS-2016481, filed
11 October 7, 2020 (hereinafter the *Espinoza* Action”).

12
13 B. “Aggrieved Employees” shall mean all non-exempt employees, who are or previously
14 were employed by Defendant in California during the PAGA Period.

15
16 C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
17 Class Action and Release of Claims.

18
19 D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC,
20 Robert Wasserman, Esq and Jenny Baysinger, Esq. of Mayall Hurley, PC, and Shani
21 Zakay of Zakay Law Group, APLC.

22
23 E. “Class Counsel Award” means the award of fees and expenses that the Court
24 authorizes to be paid to Class Counsel for the services they have rendered to
25 Plaintiffs and the Class in the Action, consisting of attorneys’ fees currently not to
26 exceed one-third of the Gross Settlement Amount currently estimated to be \$700,000
27 out of \$2,100,00.00, plus costs and expenses not to exceed \$30,000 and supported
28

1 by declaration as to the reasonableness of attorney's fees and costs. Class Counsel's
2 award for attorneys' fees will be allocated between Class Counsel as follows: Thirty
3 percent (30%) to the JCL Law Firm, APC; thirty percent (30%) to the Zakay Law
4 Group, APLC; and forty percent (40%) to Mayall Hurley, P.C.
5

6 F. "Class Data" means information regarding Class Members that Defendant will in
7 good faith compile from its records and provide to the Settlement Administrator. It
8 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
9 Member's full name; last known address; Social Security Number; start dates and end
10 dates of employment.
11

12 G. "Class Members" or the "Class" means all persons Defendant classified as non-
13 exempt employees who are or previously were employed by Defendant in California
14 during the Class Period.
15

16 H. "Class Period" means the period from May 15, 2019, through and including May 25,
17 2021.
18

19 I. "Class Representative Service Awards" means the amount that the Court authorizes
20 to be paid to the Class Representatives, in addition to their Individual Settlement
21 Payments and their pro-rata share of the PAGA Settlement, in recognition of their
22 efforts and risks in assisting with the prosecution of the Actions and in exchange for
23 executing a General Release of Defendant and waiver of Civil Code 1542 from the
24 named Plaintiffs. Defendant does not oppose service awards to Plaintiffs in the
25 amount of \$10,000 to each, in exchange for their releases identified above.
26
27
28

1 J. "Class Representatives" shall mean plaintiffs ESTEFANIA RENTERIA and SARAH
2 P. ESPINOZA.

3
4 K. "Court" means the Superior Court for the State of California, County of San
5 Bernardino presiding over the Espinoza Action.

6
7 L. "Defendant" shall mean Love's Country Stores of California, a California
8 Corporation.

9
10 M. "Effective Date" means the earliest date, following entry by the Court of an order and
11 judgment finally approving this Settlement, upon which one of the following have
12 occurred: (i) if no objection is filed to the settlement and no objector appears at the
13 hearing on final approval, the date of the Court's entry of the order granting final
14 approval, (ii) if an objection is filed to the settlement and/or an objector appears at the
15 hearing on final approval, then the earlier of the following: (a) the expiration of all
16 potential appeal periods without a filing of a notice of appeal of the final approval
17 order or judgment; (b) final affirmance of the final approval order and judgment by
18 an appellate court as a result of any appeal(s), or (c) final dismissal or denial of all
19 such appeals (including any petition for review, rehearing, certiorari, etc.) such that
20 the final approval order and judgment is no longer subject to further judicial review.

21
22
23 N. "Funding Date" shall mean sixty-five (65) calendar days after the Effective Date and
24 is the date Defendant transfers the Gross Settlement Amount into the QSF in accord
25 with the terms of this Agreement.

26
27 O. "Gross Settlement Amount" means Two Million One Hundred Thousand Dollars
28 (\$2,100,000.00) that Defendant must pay into the QSF in connection with this

1 Settlement, inclusive of the sum of the Individual Settlement Payments, the Class
2 Representative Service Awards, the Class Counsel Award (inclusive of attorneys'
3 fees and costs), PAGA Settlement and the Settlement Administration Costs and
4 *exclusive* of the employer's share of payroll tax, if any, triggered by any payment
5 under this Settlement.
6

7 P. "Individual Settlement Payment" means the amount payable from the Net Settlement
8 Amount to each Settlement Class Member and excludes any amounts distributed to
9 Aggrieved Employees pursuant to PAGA.
10

11 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
12 Counsel Award (inclusive of attorneys' fees and costs), Class Representative Service
13 Award, PAGA Settlement, and Settlement Administration Costs.
14

15 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
16 Settlement Administrator, as approved by the Court, and in substantially the form set
17 forth as Exhibit A to this Agreement (other than formatting changes to facilitate
18 printing by the Settlement Administrator and/or other changes necessitated by the
19 Court).
20

21 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
22 Labor Code § 2698 *et seq.*
23

24 T. "PAGA Payment Ratio" means the respective Workweeks during the PAGA Period
25 for each Aggrieved Employee divided by the sum total of the Workweeks for all
26 Aggrieved Employees during the PAGA Period.
27
28

- 1 U. "PAGA Period" means the period of April 6, 2019, through and including May 25,
2 2021 (the "PAGA Period").
3
- 4 V. "PAGA Settlement" shall mean Eighty Thousand Dollars (\$80,000.00) to be allocated
5 from the Gross Settlement Amount.
6
- 7 W. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean either
8 Plaintiffs or Defendant, individually.
9
- 10 X. "Payment Ratio" means the respective Workweeks for each Class Member divided
11 by the total Workweeks for all Class Members during the Class Period.
12
- 13 Y. "Plaintiffs" shall mean ESTEFANIA RENTERIA and SARAH P. ESPINOZA.
14
- 15 Z. "QSF" means the Qualified Settlement Fund established, designated and maintained
16 by the Settlement Administrator to fund the Total Settlement Amount.
17
- 18 AA. "Released Class Claims" means all class claims alleged in the operative complaint in
19 the Renteria Action and/or Espinoza Action, which occurred during the Class Period,
20 and expressly excluding all other claims, including claims for vested benefits,
21 wrongful termination, unemployment insurance, disability, social security, workers'
22 compensation, and class claims outside the Class Period, and excluding claims arising
23 from allegations of misclassification of employees as exempt.
24
- 25 BB. "Released PAGA Claims" means a release from the Aggrieved Employees of all
26 PAGA claims alleged in the operative complaint and Plaintiffs' PAGA notices to the
27 LWDA in the Renteria Action and/or the Espinoza Action, which occurred during the
28 PAGA period, and expressly excluding all other claims, including claims for vested

benefits, unpaid wages, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA class claims outside of the PAGA period, and excluding claims arising from allegations of misclassification of employees as exempt.

CC. "Plaintiffs Releases." Plaintiffs Espinoza and Renteria agree to enter into a general release of liability and waiver of Civil Code section 1542 and agree to participate in this settlement and not opt out of the settlement. Plaintiffs Espinoza and Renteria further agree that this settlement fully and finally resolves any and all claims that were pled or could have been pled based on the factual allegations contained in the operative complaint(s) and/or any amendment(s) thereto.

DD. "Released Parties" shall mean Defendant, and its present and former partners, shareholders, members, employees, agents, directors, officers, attorneys, insurers, reinsurers, predecessors, successors, assigns, heirs, executors, administrators, and related entities, and all other persons, firms, corporations, associations, partnerships or entities having any legal relationship to each other.

EE. "Response Deadline" means the date forty-five (45) days after the Settlement Administrator mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.

FF. "Settlement" means the disposition of the Action pursuant to this Agreement.

GG. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L, Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue

Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Total Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. *All accrued interest shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

HH. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

II. “Workweeks”, for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member worked in California for Defendant, excluding any week of employment during which the Class Member did not perform any work for Defendant. For purpose of determining the Individual Settlement Payments and the Settlement Allocation, each Class Member who is a former employee no longer working for Defendant will be assigned four (4) additional Workweeks.

JJ. “PAGA Workweeks”, for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of weeks of employment during the PAGA Period that each Aggrieved Employee worked in California for Defendant, excluding any week of employment during which the Aggrieved Employee did not perform any work for Defendant. The Settlement Administrator will calculate the number of Workweeks by calculating the number of days each

1 Aggrieved Employee was employed during the PAGA Period, dividing by seven (7),
2 and rounding up to the nearest whole number.

3
4 **II. RECITALS**

5 A. On May 27, 2020, Plaintiff Renteria filed a Notice of Violations with the Labor and
6 Workforce Development Agency (LWDA) and served the same on Defendant.

7
8 B. On May 28, 2020, Plaintiff Renteria filed the Lawsuit for:

9 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;

10
11 2. Failure to pay overtime wages in violation of California Labor Code sections
12 510 *et seq*;

13
14 3. Failure to pay minimum wages in violation of California Labor Code sections
15 1194, 1197 and 1197.1

16
17 4. Failure to provide required meal periods in violation of California Labor Code
18 sections 226.7 and 512 and the applicable IWC wage order;

19
20 5. Failure to provide required rest periods in violation of California Labor Code
21 sections 226.7 and 512 and the applicable IWC wage order;

22
23 6. Failure to provide accurate itemized wage statements in violation of California
24 Labor Code section 226;

25
26 7. Failure to provide wages when due in violation of California Labor Code
27 sections 201, 202 and 203.
28

1 C. On August 3, 2020, Plaintiff Renteria filed the First Amended Complaint (“FAC”)
2 against Defendant adding an eighth cause of action for violations of PAGA.

3
4 D. On July 29, 2020, Plaintiff Espinoza filed a Notice of Violations with the Labor and
5 Workforce Development Agency (LWDA) and served the same on Defendant.

6
7 E. On July 30, 2020, Plaintiff Espinoza filed the Lawsuit for:

- 8 1. Failure to properly calculate and pay overtime;
9
10 2. Failure to provide meal break;
11
12 3. Failure to provide rest breaks;
13
14 4. Failure to pay all wages due at the end of employment;
15
16 5. Failure to furnish accurate itemized wage statements;
17
18 6. Unlawful business practices.

19 F. On October 7, 2020, Plaintiff Espinoza filed the First Amended Complaint (“FAC”)
20 against Defendant adding a seventh cause of action for violations of PAGA.

21 G. On May 25, 2021, the Parties participated in mediation presided over by Steven
22 Rottman, Esq., a well-respected wage and hour class action mediator. The mediation
23 concluded without a settlement. However, following the mediation, each side,
24 represented by its respective counsel, agreed to settle the Action based on a
25 Mediator’s proposal which was memorialized in the form of a Memorandum of
26 Understanding.
27
28

1 H. This Agreement replaces and supersedes the Memorandum of Understanding and any
2 other agreements, understandings, or representations between the Parties. This
3 Agreement represents a compromise and settlement of highly disputed claims.
4 Nothing in this Agreement is intended or will be construed as an admission by
5 Defendant that the claims in the Actions of Plaintiffs or the Class Members have merit
6 or that Defendant bears any liability to Plaintiffs or the Class on those claims or any
7 other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action
8 have merit. The Parties agree to certification for the Class for purposes of this
9 Settlement only. If for any reason the settlement does not become effective,
10 Defendant reserves the right to contest certification of any class for any reason and
11 reserves all available defenses to the claims in the Action.
12

13
14 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:
15

16 **III. TERMS OF AGREEMENT**

17 A. Settlement Consideration and Settlement Payments by Defendant.
18

- 19 1. Settlement Consideration. In full and complete settlement of the Actions, and
20 in exchange for the releases set forth below, Defendant and the Released
21 Parties will pay the sum of the Individual Settlement Payment, the Class
22 Representative Service Awards, the Class Counsel Award, PAGA Settlement,
23 and the Settlement Administration Costs, as specified in this Agreement, equal
24 to the Gross Settlement Amount of Two Million One Hundred Thousand
25 Dollars (\$2,100,000.00). The Parties agree that this is a non-reversionary
26 Settlement and that no portion of the Gross Settlement Amount shall revert to
27 Defendant. Other than the Defendant's share of employer payroll taxes, or as
28

1 otherwise specified in the Agreement, Defendant shall not be required to pay
2 more or less than the Gross Settlement Amount, except as provided for
3 hereinbelow, and specifically in paragraph III.A.2.
4

5 2. Class Size/Escalator. At the time of mediation, Defendant estimated that the
6 Settlement Class was comprised of 1,440 individuals that collectively worked
7 approximately 50,296 Workweeks (“Projected Workweeks”) during the Class
8 Period (additional workweeks allocated to Class Members whose employment
9 ended during the Class Period *shall not be included* in determining total
10 workweeks). In regard hereto, Defendant will provide a declaration under
11 penalty of perjury confirming the number of applicable Class Members and
12 Workweeks they worked during the applicable Class Period. The Settlement
13 Amount will increase proportionally with added class members or workweeks
14 if any of these are more than 10% of the estimate set forth herein. The largest
15 percentage increase will be controlling (i.e. if the workweeks increases by
16 11% and the number of class members increases by 15%, the Gross Settlement
17 Amount will increase by 5%). In the event this provision is triggered, the
18 Gross Settlement Amount will automatically increase accordingly, the Class
19 Counsel Award requested will increase proportionally, the Administration
20 costs will increase as necessary, and all such changes will be incorporated into
21 the Notice Packet without the need for further/additional approval of the
22 Court.
23
24

25
26 3. Settlement Payment. Defendant and the Released Parties, and each of them,
27 are jointly and severally liable for payment of the Gross Settlement Amount.
28

1 Defendant shall pay, via wire transfer, the Gross Settlement Amount to the
2 Settlement Administrator on the Funding Date:

3
4 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
5 payroll taxes is in addition to the Gross Settlement Amount and shall be paid
6 together with the Gross Settlement Amount.

7
8 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
9 consideration set forth in this Agreement, Plaintiffs and the Settlement Class Members
10 release the Released Parties from the Released Class Claims for the Class Period.

11 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
12 consideration set forth in this Agreement, the Plaintiffs, the LWDA and the State of
13 California release the Released Parties from the PAGA Released Claims for the PAGA
14 Period.

15
16 D. General Release by Plaintiffs. As of the Funding Date, for the consideration set forth
17 in this Agreement, Plaintiffs waive, release, acquit and forever discharge the
18 Released Parties from any and all claims, whether known or unknown, which exist or
19 may exist on either Plaintiff's behalf as of the date of this Agreement, including but
20 not limited to any and all tort claims, contract claims, wage claims, wrongful
21 termination claims, disability claims, benefit claims, public policy claims, retaliation
22 claims, statutory claims, personal injury claims, emotional distress claims, invasion
23 of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any
24 and all claims arising under any federal, state or other governmental statute, law,
25 regulation or ordinance, including, but not limited to claims for violation of the Fair
26 Labor Standards Act, the California Labor Code, the Wage Orders of California's
27
28

1 Industrial Welfare Commission, other state wage and hour laws, the Americans with
2 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee
3 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the
4 California Fair Employment and Housing Act, the California Family Rights Act, the
5 Family Medical Leave Act, California's Whistleblower Protection Act, California
6 Business & Professions Code Section 17200 et seq., and any and all claims arising
7 under any federal, state or other governmental statute, law, regulation or ordinance.
8 Plaintiffs also waive and relinquish any and all claims, rights or benefits that they
9 may have under California Civil Code § 1542, which provides as follows:
10
11

12 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
13 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
14 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
15 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
16 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE***
17 ***DEBTOR OR RELEASED PARTY.***
18

19 Thus, notwithstanding the provisions of section 1542, and to implement a full and
20 complete release and discharge of the Released Parties, Plaintiffs expressly
21 acknowledge this Settlement Agreement is intended to include in its effect, without
22 limitation, all claims Plaintiffs do not know or suspect to exist in Plaintiffs' favor at
23 the time of signing this Settlement Agreement, and that this Settlement Agreement
24 contemplates the extinguishment of any such claims. Plaintiffs warrant that Plaintiffs
25 have read this Settlement Agreement, including this waiver of California Civil Code
26 section 1542, and that Plaintiffs have consulted with or had the opportunity to consult
27
28

1 with counsel of Plaintiffs' choosing about this Settlement Agreement and specifically
2 about the waiver of section 1542, and that Plaintiffs understand this Settlement
3 Agreement and the section 1542 waiver, and so Plaintiffs freely and knowingly enter
4 into this Settlement Agreement. Plaintiffs further acknowledge that Plaintiffs later
5 may discover facts different from or in addition to those Plaintiffs now know or
6 believe to be true regarding the matters released or described in this Settlement
7 Agreement, and even so Plaintiffs agree that the releases and agreements contained in
8 this Settlement Agreement shall remain effective in all respects notwithstanding any
9 later discovery of any different or additional facts. Plaintiffs expressly assume any and
10 all risk of any mistake in connection with the true facts involved in the matters,
11 disputes, or controversies released or described in this Settlement Agreement or with
12 regard to any facts now unknown to Plaintiffs relating thereto.
13
14

15 E. Amended Pleading: To facilitate the settlement, and review by the Court, the Parties
16 will stipulate to the filing of a Second Amended Class Action Complaint in the matter
17 of *Espinoza v. Love's Country Store of California*, San Bernardino County Case No.
18 COV DS 2016481 to incorporate the claims and factual allegations asserted in *Renteria*
19 *v. Love's Country Stores of California*, Kern County Case No. BCV-20-101260, as
20 well as add Estefania Renteria as a named plaintiff in the *Espinoza* action. The Second
21 Amended Complaint shall be in the format reflected as **Exhibit B** hereto.
22
23

24 F. Dismissal of the Renteria Action: Upon the Effective Date, and prior to the Funding
25 Date, Class Counsel will take all steps necessary to dismiss the *Renteria* Action with
26 prejudice.
27
28

1 G. Conditions Precedent: This Settlement will become final and effective only upon the
2 occurrence of all of the following events:

- 3
- 4 1. The Court enters an order granting preliminary approval of the Settlement;
- 5
- 6 2. The Court enters an order granting final approval of the Settlement and a Final
7 Judgment;
- 8
- 9 3. If an objector appears at the final approval hearing, the time for appeal of the
10 Final Judgment and Order Granting Final Approval of Class Action
11 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
12 any appeal from the Judgment and Order Granting Final Approval of Class
13 Action Settlement; and
- 14
- 15 4. Defendant fully funds the Gross Settlement Amount.

16 H. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
17 not preliminarily or finally approved by the Court, fails to become effective, or is
18 reversed, withdrawn or modified by the Court:

- 19
- 20 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
21 and shall not be admissible in any judicial, administrative or arbitral
22 proceeding for any purpose or with respect to any issue, substantive or
23 procedural;
- 24
- 25 2. The conditional class certification (obtained for any purpose) shall be void *ab*
26 *initio* and of no force or effect, and shall not be admissible in any judicial,
27

1 administrative or arbitral proceeding for any purpose or with respect to any
2 issue, substantive or procedural; and

3
4 3. None of the Parties to this Settlement will be deemed to have waived any
5 claims, objections, defenses or arguments in the Action, including with respect
6 to the issue of class certification.

7
8 4. Defendant shall bear the sole responsibility for any cost to issue or reissue any
9 curative notice to the Settlement Class Members and all Settlement
10 Administration Costs incurred to the date of nullification.

11
12 I. Certification of the Settlement Class. The Parties stipulate to conditional class
13 certification of the Class for the Class Period for purposes of settlement only. In the
14 event that this Settlement is not approved by the Court, fails to become effective, or is
15 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
16 Defendant from obtaining a complete resolution of the Released Claims, the
17 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
18 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
19 proceeding for any purpose or with respect to any issue, substantive or procedural.
20

21 J. Tax Liability. The Parties make no representations as to the tax treatment or legal
22 effect of the payments called for, and Class Members and/or Aggrieved Employees are
23 not relying on any statement or representation by the Parties in this regard. Class
24 Members and/or Aggrieved Employees understand and agree that they will be
25 responsible for the payment of any taxes and penalties assessed on the Individual
26 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
27
28

1 Settlement described and will be solely responsible for any penalties or other
2 obligations resulting from their personal tax reporting of Individual Settlement
3 Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement.
4

5 K. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
6 the "acknowledging party" and each Party to this Agreement other than the
7 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
8 of this Agreement, and no written communication or disclosure between or among the
9 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
10 such communication or disclosure constitute or be construed or be relied upon as, tax
11 advice within the meaning of United States Treasury Department circular 230 (31 CFR
12 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
13 her or its own, independent legal and tax counsel for advice (including tax advice) in
14 connection with this Agreement, (b) has not entered into this Agreement based upon
15 the recommendation of any other Party or any attorney or advisor to any other Party,
16 and (c) is not entitled to rely upon any communication or disclosure by any attorney
17 or adviser to any other party to avoid any tax penalty that may be imposed on the
18 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
19 any limitation that protects the confidentiality of any such attorney's or adviser's tax
20 strategies (regardless of whether such limitation is legally binding) upon disclosure by
21 the acknowledging party of the tax treatment or tax structure of any transaction,
22 including any transaction contemplated by this Agreement.
23
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1 L. Preliminary Approval Motion. At the earliest practicable time, Plaintiffs shall file with
2 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
3 which shall include this Settlement Agreement.

4
5 M. Settlement Administrator. The Settlement Administrator shall be responsible for:
6 establishing and administering the QSF; calculating, processing and mailing payments
7 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and
8 mailing the Notice Packets to the Class Members as directed by the Court; receiving
9 and reporting the objections and requests for exclusion; calculating, deducting and
10 remitting all legally required taxes from Individual Settlement Payments and
11 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
12 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
13 Settlement; processing and mailing tax payments to the appropriate state and federal
14 taxing authorities; providing declaration(s) as necessary in support of preliminary
15 and/or final approval of this Settlement; and other tasks as the Parties mutually agree
16 or the Court orders the Settlement Administrator to perform. The Settlement
17 Administrator shall keep the Parties timely apprised of the performance of all
18 Settlement Administrator responsibilities by among other things, sending a weekly
19 status report to the Parties' counsel stating the date of the mailing, the of number of
20 Elections Not to Participate in Settlement it receives (including the numbers of valid
21 and deficient), and number of objections received.

22
23
24
25 N. Notice Procedure.

26
27 1. Class Data. No later than ten (10) business days after the Preliminary
28 Approval Date, Defendant shall provide the Settlement Administrator with the

1 Class Data for purposes of preparing and mailing Notice Packets to the Class
2 Members.

3
4 2. Notice Packets.

- 5 a) The Notice Packet shall contain the Notice of Class Action Settlement
6 in a form substantially similar to the form attached as Exhibit A. The
7 Notice of Class Action Settlement shall inform Class Members and
8 Aggrieved Employees that they need not do anything in order to
9 receive an Individual Settlement Payment and/or Aggrieved
10 Employees' individual shares of the PAGA Settlement and to keep the
11 Settlement Administrator apprised of their current mailing address, to
12 which the Individual Settlement Payments and/or Aggrieved
13 Employees' individual shares of the PAGA Settlement will be mailed
14 following the Funding Date. The Notice of Class Action Settlement
15 shall set forth the release to be given by all members of the Class who
16 do not request to be excluded from the Settlement Class and/or
17 Aggrieved Employees' in exchange for an Individual Settlement
18 Payment and/or Aggrieved Employees' individual shares of the PAGA
19 Settlement, the number of Workweeks worked by each Class Member
20 during the Class Period and PAGA Period, if any, and the estimated
21 amount of their Individual Settlement Payment if they do not request
22 to be excluded from the Settlement and each Aggrieved Employee's
23 share of the PAGA Settlement, if any. The Settlement Administrator
24
25
26
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1 shall use the Class Data to determine Class Members' Workweeks and
2 PAGA Workweeks.

3
4 b) The Notice Packet's mailing envelope shall include the following
5 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
6 ENTITLED TO PARTICIPATE IN A CLASS ACTION
7 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
8 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
9 NOTICE."
10

11 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
12 the Settlement Administrator will perform a search based on the National
13 Change of Address Database to update and correct any known or identifiable
14 address changes. No later than fourteen (14) calendar days after receiving the
15 Class Data from Defendant, the Settlement Administrator shall mail and email
16 copies of the Notice Packet to all Class Members via regular First-Class U.S.
17 Mail and electronic mail. The Settlement Administrator shall exercise its best
18 judgment to determine the current mailing address for each Class Member.
19 The address identified by the Settlement Administrator as the current mailing
20 address shall be presumed to be the best mailing address for each Class
21 Member.
22

23
24 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
25 Administrator as non-delivered on or before the Response Deadline shall be
26 re-mailed to any forwarding address provided. If no forwarding address is
27 provided, the Settlement Administrator shall promptly attempt to determine a
28

1 correct address by lawful use of skip-tracing, or other search using the name,
2 address and/or Social Security number of the Class Member involved, and
3 shall then perform a re-mailing, if another mailing address is identified by the
4 Settlement Administrator. In addition, if any Notice Packets, which are
5 addressed to Class Members who are currently employed by Defendant, are
6 returned to the Settlement Administrator as non-delivered and no forwarding
7 address is provided, the Settlement Administrator shall notify Defendant.
8 Defendant will request that the currently employed Class Member provide a
9 corrected address, and transmit to the Administrator any corrected address
10 provided by the Class Member. Class Members who received a re-mailed
11 Notice Packet shall have their Response Deadline extended fifteen (15) days
12 from the original Response Deadline.
13
14

- 15 5. Disputes Regarding Individual Settlement Payments. Class Members will
16 have the opportunity, should they disagree with Defendant's records regarding
17 the start and end dates of employment to provide documentation and/or an
18 explanation to show contrary dates. If there is a dispute, the Settlement
19 Administrator will consult with the Parties to determine whether an
20 adjustment is warranted. The Settlement Administrator shall determine the
21 eligibility for, and the amounts of, any Individual Settlement Payments under
22 the terms of this Agreement. The Settlement Administrator's determination
23 of the eligibility for and amount of any Individual Settlement Payment shall
24 be binding upon the Class Member and the Parties.
25
26
27
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1 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
2 by the Settlement Administrator concerning the administration of the
3 Settlement will be resolved by the Court under the laws of the State of
4 California. Before any such involvement of the Court, counsel for the Parties
5 will confer in good faith to resolve the disputes without the necessity of
6 involving the Court.

7
8 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
9 Packet shall state that Class Members who wish to exclude themselves from
10 the Settlement must submit a written request for exclusion by the Response
11 Deadline. The written request for exclusion must state that the Class Member
12 wishes to exclude himself or herself from the Settlement and (1) must contain
13 the name, address, and the last four digits of the Social Security number of the
14 person requesting exclusion; (2) must be signed by the Class Member;
15 (3) must be postmarked or fax stamped by the Response Deadline and
16 returned to the Settlement Administrator at the specified address or fax
17 telephone number; and (4) contain a typewritten or handwritten notice stating
18 in substance: "I wish to opt out of the settlement of the class action lawsuit
19 entitled *Espinoza v. Love's Country Stores of California*, currently pending
20 the San Bernardino Superior Court, Case No. CIV-DS-2016481. I understand
21 that by requesting to be excluded from the settlement, I will receive no money
22 from the Settlement described in this Notice." The request for exclusion will
23 not be valid if it is not timely submitted, if it is not signed by the Class
24 Member, or if it does not contain the name and address and last four digits of
25 the Social Security number of the Class Member. The date of the postmark
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1 on the mailing envelope or fax stamp on the request for exclusion shall be the
2 exclusive means used to determine whether the request for exclusion was
3 timely submitted. Any Class Member who requests to be excluded from the
4 Settlement Class will not be entitled to an Individual Settlement Payment and
5 will not be otherwise bound by the terms of the Settlement or have any right
6 to object, appeal or comment thereon. However, any Class Member that
7 submits a timely request for exclusion that is also a member of the Aggrieved
8 Employees will still receive their pro rata share of the PAGA Settlement, as
9 specified below, and in consideration, will be bound by the Release by the
10 Aggrieved Employees as set forth herein. Settlement Class Members who fail
11 to submit a valid and timely written request for exclusion on or before the
12 Response Deadline shall be bound by all terms of the Settlement and any final
13 judgment entered in this Action if the Settlement is approved by the Court.
14 No later than fourteen (14) calendar days after the Response Deadline, the
15 Settlement Administrator shall provide counsel for the Parties with a final list
16 of the Class Members who have timely submitted written requests for
17 exclusion. At no time shall any of the Parties or their counsel seek to solicit
18 or otherwise encourage members of the Class to submit requests for exclusion
19 from the Settlement.
20
21
22

- 23 8. Objections. The Notice of Class Action Settlement contained in the Notice
24 Packet shall state that Class Members who wish to object to the Settlement
25 may submit to the Settlement Administrator a written statement of objection
26 (“Notice of Objection”) by the Response Deadline. The postmark date of
27 mailing shall be deemed the exclusive means for determining that a Notice of
28

1 Objection was served timely. The Notice of Objection must be signed by the
2 Settlement Class Member and state: (1) the case name and number; (2) the
3 name of the Settlement Class Member; (3) the address of the Settlement Class
4 Member; (4) the last four digits of the Settlement Class Member's Social
5 Security number; (4) the basis for the objection; and (5) if the Settlement Class
6 Member intends to appear at the Final Approval/Settlement Fairness Hearing.
7 Class Members who fail to make objections in writing in the manner specified
8 above may still make their objections orally at the Final Approval/Settlement
9 Fairness Hearing with the Court's permission. Settlement Class Members will
10 have a right to appear at the Final Approval/Settlement Fairness Hearing to
11 have their objections heard by the Court. At no time shall any of the Parties
12 or their counsel seek to solicit or otherwise encourage Class Members to file
13 or serve written objections to the Settlement or appeal from the Order and
14 Final Judgment. Class Members who submit a written request for exclusion
15 may not object to the Settlement. Class Members may not object to the PAGA
16 Settlement.
17
18
19

20 O. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
21 the Gross Settlement Amount on or before the Funding Date, plus any employer's
22 share of payroll taxes as mandated by law within the time specified herein.
23

24 1. Individual Settlement Payments. Individual Settlement Payments shall be
25 paid from the Net Settlement Amount and shall be paid pursuant to the
26 formula set forth herein. Using the Class Data, the Settlement Administrator
27 shall add up the total number of Workweeks for all Class Members. The
28

1 respective Workweeks for each Class Member will be divided by the total
2 Workweeks for all Class Members, resulting in the Payment Ratio for each
3 Class Member. Each Class Member's Payment Ratio will then be multiplied
4 by the Net Settlement Amount to calculate each Class Member's estimated
5 Individual Settlement Payments. Each Individual Settlement Payment will be
6 reduced by any legally mandated employee tax withholdings (e.g., employee
7 payroll taxes, etc.). Individual Settlement Payments for Class Members who
8 submit valid and timely requests for exclusion will be redistributed to
9 Settlement Class Members who do not submit valid and timely requests for
10 exclusion on a pro rata basis based on their respective Payment Ratios.

11
12
13 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
14 Class Data, the Settlement Administrator shall add up the total number of
15 PAGA Workweeks for all Aggrieved Employees during the PAGA Period.
16 The respective PAGA Workweeks for each Aggrieved Employee will be
17 divided by the total PAGA Workweeks for all Aggrieved Employees,
18 resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
19 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
20 Aggrieved Employee Payment to calculate each Aggrieved Employee's
21 estimated share of the PAGA Settlement.
22

23
24 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
25 Settlement Payments shall be allocated and treated as follows: 25% as wages
26 ("Wage Portion"); 75% as penalties and interest ("Non-Wage Portion"). The
27 Wage Portion is subject to wage withholdings and shall be reported on IRS
28

1 Form W-2. The Non-Wage Portion shall not be subject to wage withholdings
2 and shall be reported on IRS Form 1099.

3
4 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
5 Employee Settlement Payments shall be allocated and treated as 100%
6 penalties and shall be reported on IRS Form 1099.

7
8 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
9 individual shares of the PAGA Settlement made to Settlement Class Members
10 and/or Aggrieved Employees under this Settlement Agreement, as well as any
11 other payments made pursuant to this Settlement Agreement, will not be
12 utilized to calculate any additional benefits under any benefit plans to which
13 any Class Members may be eligible, including, but not limited to profit-
14 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
15 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
16 Parties' intention that this Settlement Agreement will not affect any rights,
17 contributions, or amounts to which any Class Members may be entitled under
18 any benefit plans.
19

20
21 6. All monies received by Settlement Class Members under the Settlement which
22 are attributable to wages shall constitute income to such Settlement Class
23 Members solely in the year in which such monies actually are received by the
24 Settlement Class Members. It is the intent of the Parties that Individual
25 Settlement Payments and individual shares of the PAGA Settlement provided
26 for in this Settlement agreement are the sole payments to be made by Defendant
27 to Settlement Class Members and/or Aggrieved Employees in connection with
28

1 this Settlement Agreement, with the exception of Plaintiffs, and that the
2 Settlement Class Members and/or Aggrieved Employees are not entitled to any
3 new or additional compensation or benefits as a result of having received the
4 Individual Settlement Payments and/or their shares of the PAGA Settlement.
5

6 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
7 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
8 and/or Aggrieved Employees last known mailing address no later than fifteen
9 (15) calendar days after the Funding Date.
10

11 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
12 Employees shall remain valid and negotiable for one hundred and eighty (180)
13 days from the date of their issuance. If a Settlement Class Member and/or
14 Aggrieved Employee does not cash his or her settlement check within 90 days,
15 the Settlement Administrator will send a letter to such persons, advising that
16 the check will expire after the 180th day, and invite that Settlement Class
17 Member and/or Aggrieved Employee to request reissuance in the event the
18 check was destroyed, lost or misplaced. In the event an Individual Settlement
19 Payment and/or Aggrieved Employee's individual share of the PAGA
20 Settlement check has not been cashed within one hundred and eighty (180)
21 days, all funds represented by such uncashed checks, plus any interest accrued
22 thereon, shall be distributed consistent with California Code of Civil
23 Procedure Section 384 as follows: to The Children's Advocacy Institute
24 (CAI), founded at the nonprofit University of San Diego School of Law in
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1 1989. Class Counsel, Defendant's counsel, Plaintiffs and Defendant do not
2 have any interest, pecuniary or otherwise, in CAI.

3
4 9. Class Representative Service Award. In addition to the Individual Settlement
5 Payment and their individual share of the PAGA Settlement to be paid to
6 Plaintiffs, Plaintiffs will apply to the Court for an award of not more than
7 \$10,000 each, as the Class Representative Service Award. Defendant does
8 not presently intend to oppose a Class Representative Service Award of not
9 more than \$10,000 for each Plaintiff. In the event the Court reduces or does
10 not approve of the requested Service Award payments, Plaintiffs shall not
11 have the right to revoke the settlement and it will remain binding. Plaintiffs
12 each retain the right to appeal any denial of a requested Service Award. The
13 Settlement Administrator shall pay the Class Representative Service Award,
14 either in the amount stated herein if approved by the Court or some other
15 amount as approved by the Court, to Plaintiffs from the Total Settlement
16 Amount no later than ten (10) calendar days after the Funding Date. Any
17 portion of the requested Class Representative Service Awards that are not
18 awarded to the Class Representatives shall be part of the Net Settlement
19 Amount and shall be distributed to Settlement Class Members as provided in
20 this Agreement. The Settlement Administrator shall issue an IRS Form 1099
21 — MISC to Plaintiffs for their Class Representative Service Award. Plaintiffs
22 shall be solely and legally responsible to pay any and all applicable taxes on
23 their Class Representative Service Award and shall hold harmless the
24 Released Parties from any claim or liability for taxes, penalties, or interest
25 arising as a result of the Class Representative Service Awards. The Class
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27
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1 Representative Service Award shall be in addition to Plaintiffs' Individual
2 Settlement Payment as a Settlement Class Member. Approval of this
3 Settlement shall not be conditioned on Court approval of the requested amount
4 of the Class Representative Service Award. In the event that the Court reduces
5 or does not approve the requested Class Representative Service Award,
6 Plaintiffs shall not have the right to revoke the Settlement, and it will remain
7 binding.
8

- 9
10 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
11 attorneys' fees not to exceed one-third of the Total Settlement Amount
12 currently estimated to be \$700,000.00 plus costs and expenses supported by
13 declaration not to exceed Dollars (\$30,000), from the Total Settlement
14 Amount will be filed. Any portion of the requested Class Counsel Award that
15 is not awarded to Class Counsel shall be part of the Net Settlement Amount
16 and shall be distributed to Settlement Class Members as provided in this
17 Agreement. The Settlement Administrator shall allocate and pay the Class
18 Counsel Award to Class Counsel from the Total Settlement Amount no later
19 than five (5) calendar days after the Funding Date. Class Counsel shall be
20 solely and legally responsible to pay all applicable taxes on the payment made
21 pursuant to this paragraph. The Settlement Administrator shall issue an IRS
22 Form 1099 — MISC to Class Counsel for the payments made pursuant to this
23 paragraph. In the event the Court reduces or does not approve of the requested
24 Class Counsel Award payments, Class Counsel shall not have the right to
25 revoke the settlement and it will remain binding. Class Counsel each retain
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1 the right to appeal any denial of any portion of a request for a Class Counsel
2 Award.

3
4 11. PAGA Settlement. Eighty Thousand Dollars (\$80,000) shall be allocated
5 from the Gross Settlement Amount for settlement of claims for civil penalties
6 under the Private Attorneys General Act of 2004 (“PAGA Settlement”). The
7 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
8 Settlement (\$60,000) to the California Labor and Workforce Development
9 Agency no later than twenty-five (25) calendar days after the Funding Date
10 (hereinafter “LWDA Payment”). Twenty-five (25%) of the PAGA Settlement
11 (\$20,000) will be distributed to the Aggrieved Employees as described in this
12 Agreement (hereinafter “Aggrieved Employee Payment”). For purposes of
13 distributing the PAGA Settlement to the Aggrieved Employees, each
14 Aggrieved Employee shall receive their pro-rata share of the Aggrieved
15 Employee Payment using the PAGA Payment Ratio as defined above.
16

17
18 12. Settlement Administration Costs. The Settlement Administrator shall be paid
19 for the costs of administration of the Settlement from the Total Settlement
20 Amount. The estimate of the Settlement Administration Costs is \$18,000.
21 The Settlement Administrator shall be paid the Settlement Administration
22 Costs no later than twenty-five (25) calendar days after the Funding Date.
23

24 P. Final Approval Motion. Class Counsel and Plaintiffs shall use best efforts to file with
25 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
26 twenty-eight (28) days following the expiration of the Response Deadline, which
27 motion shall request final approval of the Settlement and a determination of the
28

1 amounts payable for the Class Representative Service Award, the Class Counsel
2 Award, the PAGA Settlement, and the Settlement Administration Costs.

3
4 1. Declaration by Settlement Administrator. No later than fourteen (14) days
5 after the Response Deadline, the Settlement Administrator shall submit a
6 declaration in support of Plaintiffs' motion for final approval of this
7 Settlement detailing the number of Notice Packets mailed and re-mailed to
8 Class Members, the number of undeliverable Notice Packets, the number of
9 timely requests for exclusion, the number of objections received, the amount
10 of the average Individual Settlement Payment and highest Individual
11 Settlement Payment, the Settlement Administration Costs, and any other
12 information as the Parties mutually agree or the Court orders the Settlement
13 Administrator to provide.
14

15
16 2. Final Approval Order and Judgment. Class Counsel shall present an Order
17 Granting Final Approval of Class Action Settlement to the Court for its
18 approval, and Judgment thereon, at the time Class Counsel files the Motion
19 for Final Approval.
20

21 N. Cooperation. The Parties and their counsel will cooperate with each other and use
22 their best efforts to implement the Settlement.
23

24 O. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
25 except such proceedings necessary to implement and complete the Settlement, pending
26 the Final Approval/Settlement Fairness Hearing to be conducted by the Court
27
28

1 P. Amendment or Modification. This Agreement may be amended or modified only by
2 a written instrument signed by counsel for all Parties or their successors-in-interest,
3 and ultimately approved by the Court.

4
5 Q. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
6 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
8 other than the representations, warranties and covenants contained and memorialized
9 in this Agreement and its Exhibit.

10
11 R. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
12 represent they are expressly authorized by the Parties whom they represent to negotiate
13 this Agreement and to take all appropriate Action required or permitted to be taken by
14 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
15 documents required to effectuate the terms of this Agreement. The persons signing
16 this Agreement on behalf of Defendant represents and warrants that he/she is
17 authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and
18 warrant that they are authorized to sign this Agreement and that they have not assigned
19 any claim, or part of a claim, covered by this Settlement to a third-party.

20
21
22 S. No Public Comment: The Parties and their counsel agree that they will not issue any
23 press releases, initiate any contact with the press, respond to any press inquiry, or have
24 any communication with the press about the fact, amount or terms of the Settlement
25 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
26 of its terms for any marketing or promotional purposes. Nothing herein will restrict
27 Class Counsel from including publicly available information regarding this settlement
28

1 in future judicial submissions regarding Class Counsel's qualifications and experience.
2 Further, Class Counsel will not include, reference or use the Settlement Agreement for
3 any marketing or promotional purposes, or for attempting to influence business
4 relationships at Saver's locations, either before or after the Motion for Preliminary
5 Approval is filed.
6

7 T. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
8 to the benefit of, the successors or assigns of the Parties, as previously defined.
9

10 U. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
11 shall be governed by and interpreted according to the laws of the State of California.
12

13 V. Counterparts. This Agreement may be executed in one or more counterparts. All
14 executed counterparts and each of them shall be deemed to be one and the same
15 instrument provided that counsel for the Parties to this Agreement shall exchange
16 among themselves copies or originals of the signed counterparts.
17

18 W. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
19 is a fair, adequate and reasonable settlement of this Action and have arrived at this
20 Settlement after extensive arms-length negotiations, taking into account all relevant
21 factors, present and potential.
22

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

3
4 Y. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
5 the Court shall first attempt to construe the provisions valid to the fullest extent
6 possible consistent with applicable precedents so as to define all provisions of this
7 Agreement valid and enforceable.

8
9 Z. No Unalleged Claims. Plaintiffs and Class Counsel represent that they do not currently
10 intend to pursue any claims against the Released Parties, including, but not limited to,
11 any and all claims relating to or arising from Plaintiffs' employment with Defendant,
12 regardless of whether Class Counsel is currently aware of any facts or legal theories
13 upon which any claims or causes of action could be brought against Released Parties,
14 including those facts or legal theories alleged in the operative complaint in this Action.
15 The Parties further acknowledge, understand and agree that this representation is
16 essential to the Agreement and that this Agreement would not have been entered into
17 were it not for this representation.
18

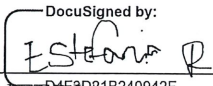
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20 AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
21 certification for purposes of this settlement only.

22
23 BB. No Admissions by the Parties. Plaintiffs have claimed and continue to claim that the
24 Released Claims have merit and give rise to liability on the part of Defendant.
25 Defendant claims that the Released Claims have no merit and do not give rise to
26 liability. This Agreement is a compromise of disputed claims. Nothing contained in
27 this Agreement and no documents referred to and no action taken to carry out this
28

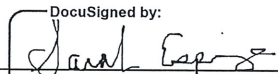
Agreement may be construed or used as an admission by or against the Defendant or Plaintiffs or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFFS:

DATED: 9/21/2021

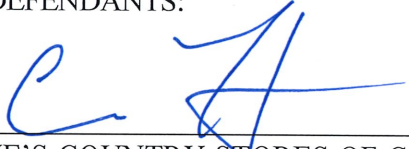
DocuSigned by:

 ESTEFANIA RENTERIA
D4F9D21B240942F...

DATED: 9/20/2021

DocuSigned by:

 SARAH ESPINOZA
1B94C7F...

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: 10/20/21


 LOVE'S COUNTRY STORES OF CALIFORNIA, A
 CALIFORNIA CORPORATION

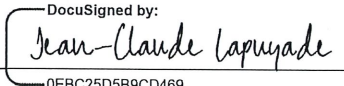
CHRIS FUNK
 Printed Name

MANAGER OF CLAIMS
 Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 9/20/2021

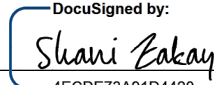
JCL LAW FIRM, A.P.C.

By: 
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Attorneys for Plaintiffs and the Settlement Class
 Members

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3 DATED: 9/20/2021
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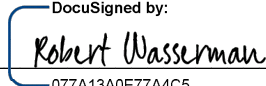
ZAKAY LAW GROUP, APLC

5 By: 
6 DocuSigned by:
7 4ECDE73A91D4420...

8 Attorneys for Plaintiffs and the Settlement Class
9 Members

10 DATED: 9/20/2021
11 _____

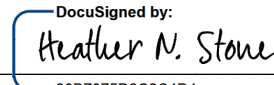
Mayall Hurley, PC

12 By: 
13 DocuSigned by:
14 077A13A0E77A4C5...

15 Attorneys for Plaintiffs and the Settlement Class
16 Members

17 DATED: 9/23/2021
18 _____

HEATHER N. STONE
DINSMORE & SCHOHL LLP

19 By: 
20 DocuSigned by:
21 30B7075D2C2C4D4...

Attorneys for Defendants

22 4828-2706-0977, v. 1
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