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Attorneys for Plaintiff and aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

JOANN EICHINGER, SHELBY L. HIGLEY,
JOHN REID BARNETT, PEGGY GIBSON, as
individuals, on behalf of the State of California,
as private attorneys general,

PLAINTIFFS,

v.

TRACTOR SUPPLY COMPANY; and DOES 1
through 50, inclusive,

DEFENDANTS.

Case No. 23CV010299
[Consolidated with Case No. 23CV002894]

[Assigned for All Purposes to Hon. Jill H. Talley
in Dept. 23]

**NOTICE OF COURT'S MINUTE ORDER
GRANTING MOTION FOR APPROVAL
OF REPRESENTATIVE ACTION
SETTLEMENT**

Settlement Compliance Hearing:

Date: June 12, 2026
Time: 10:30 AM
Dept.: 23

Complaint Filed: July 1, 2022
Actions Consolidated: April 12, 2024
Trial Date: June 23, 2025

CHERI STRINGER, on behalf of herself and the
general public,

Plaintiff,

v.

TRACTOR SUPPLY COMPANY, a Delaware
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV002894

ABRAMSON LABOR GROUP

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and the aggrieved employees

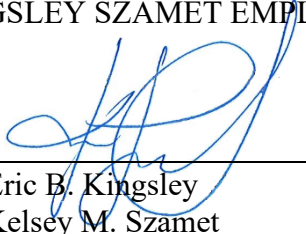
1 **TO DEFENDANT AND TO ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that the Court issued a Minute Order on September 12, 2025,
3 granting approval of the Representative Settlement. The Court set a settlement compliance hearing
4 for June 12, 2026, at 10:30 AM in Department 23 of the above-entitled court. Counsel shall file a
5 declaration regarding the status of the distribution of the settlement funds at least 15 days prior to
6 the hearing. If the Court is satisfied that the settlement funds have been fully distributed, no
7 appearance will be required.

8 Plaintiff was ordered to give Notice and hereby attaches a true and correct copy of the
9 Court's Minute Order as Exhibit "1".

10
11 Dated: October 17, 2025

KINGSLEY SZAMET EMPLOYMENT LAWYERS

12
13
14 By: 

Eric B. Kingsley

Kelsey M. Szamet

Attorneys for Plaintiffs and aggrieved employees

EXHIBIT "1"

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Gordon D. Schaber Superior Court, Department 23

JUDICIAL OFFICER: HONORABLE JILL H. TALLEY

Courtroom Clerk: T. Shaddix

Court Attendant: M. Aria

CSR: None

23CV010299

September 12, 2025

9:00 AM

**JOANN EICHINGER, AN INDIVIDUAL, ON BEHALF OF
THE STATE OF CALIFORNIA, AS A PRIVATE
ATTORNEY GENERAL**

vs

TRACTOR SUPPLY COMPANY, et al.

MINUTES

APPEARANCES:

No Appearances

**NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of
Settlement**

There being no request for oral argument, the Court affirmed the tentative ruling.

The Court affirmed the tentative ruling.

TENTATIVE AFFIRMED

Plaintiffs Joann Eichinger, Shelby L. Higley, John Reid Barnett, Peggy Gibson, and Cheri Stringer's ("Plaintiffs") motion for approval of Private Attorneys General Act ("PAGA") settlement is UNOPPOSED and GRANTED as follows.

Overview

This is a consolidated wage and hour action comprised of four separate PAGA actions. On October 21, 2021, Plaintiff Eichinger filed a class and PAGA action against Defendant Tractor Supply Company ("Defendant"). Defendant removed the case to federal court on November 22, 2021. After removal, Plaintiff dismissed the case and refiled a PAGA-only complaint in the Kings County Superior Court on July 1, 2022 ("Eichinger Action"). On October 24, 2023, Plaintiff Eichinger's action was transferred to this Court. On September 8, 2022, Plaintiff Higley filed a Class Action Complaint against Defendant in this Court (Case No.34-2022-00326421) ("Higley Action"). On November 4, 2022, Plaintiff Higley filed a first amended complaint that

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added Plaintiff Barnett to the action and replaced the class action claims with a single PAGA claim. On June 6, 2023, Plaintiffs Higley and Barnett filed a second amended complaint adding Plaintiff Gibson to the action. On June 7, 2023, Plaintiff Stringer filed a separate PAGA action against Defendant (Case No. 23CV002894) (“Stringer Action”).

On December 19, 2023, the Court ordered the Eichinger and Higley actions consolidated pursuant to the Parties’ stipulation. On April 12, 2024, the Court on its own motion added the Stringer Action to this consolidated proceeding. The operative complaints in this action are the consolidated First Amended Complaint filed in the Eichinger Action – which added Plaintiffs Higley, Barnett, and Gibson – and the Complaint filed in the Stringer Action. (Kingsley Decl. ¶ 14.) The First Amended PAGA Complaint in Eichinger is based on the following alleged underlying Labor Code violations: (1) failure to pay minimum wages for all hours worked; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (6) failure to indemnify necessary business expenditures; (7) failure to pay wages of discharged employees – waiting time penalties; and (8) failure to provide and maintain accurate and compliant wage records. The PAGA Complaint in Stringer is based on the same alleged underlying Labor Code violations as the First Amended Eichinger Complaint with an additional claim for failure to pay all vested vacation pay.

The Parties participated in formal and informal discovery. (Kingsley Decl. ¶¶ 17-21.) Defendant produced a 15% sample of timekeeping and payroll records, its relevant employment policies, meal and rest period data, meal waiver data, rate of pay data, and Defendant’s list of covered aggrieved employees. (*Id.* at ¶¶ 18 & 21.) Defendant took the depositions of Plaintiffs Eichinger, Gibson, and Barnett. (*Id.* at ¶ 19.) The Parties also attended two mediations. The first was held on July 26, 2023, between Plaintiffs Eichinger, Higley, Barnett, Gibson, and Defendant but was unsuccessful. (*Id.* at ¶ 15.) The second was held on December 23, 2024, involving all Parties and mediator Jonathan D. Andrews. (*Id.* at ¶ 20.) The Parties reached a global settlement at the second mediation. (*Ibid.*) The Parties have entered into a written settlement agreement. (*Id.* at Ex. 1 (“Agreement”).) Plaintiffs seek approval of this PAGA-only settlement pursuant to former Labor Code section 2699(1) – applicable to all PAGA actions in these consolidated proceedings. A copy of the proposed settlement was provided to the Labor and Workforce Development Agency (“LWDA”). (Kingsley Decl. Ex. 6; Moon Decl. Ex. 4.)

Aggrieved Employees are defined in the Agreement as: all of Tractor Supply Company’s non-exempt employees who worked in California from October 21, 2020 to October 26, 2024. (Agreement ¶¶ 1.4 & 1.19.) There are 7,526 aggrieved employees who worked a total of 195,779 PAGA Pay Periods covered by this settlement. (*Id.* at ¶ 4.2; Kingsley Decl. Ex. 6; Setareh Decl. Ex. 2.)

Legal Standard

In the event an aggrieved employee wishes to settle a PAGA claim, the Labor Code requires the superior court to “review and approve any penalties sought as part of [the] proposed settlement agreement.” (Lab. Code, § 2699(1)(2).) Such review and approval must “ensur[e] that any negotiated resolution is fair to those affected.” (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.)

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As with any settlement, the Court must be mindful in conducting its inquiry that "[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in litigating further." (*See In re TD Ameritrade Account Holder Litig.* (N.D. Cal. Sept. 12, 2011) 2011 U.S. Dist. LEXIS 103222, 24.) Indeed, "the very essence of a settlement is ... a yielding of absolutes and an abandoning of highest hopes" (*Officers for Justice v. Civil Service Com.* (9th Cir., 1982), 688 F.2d 615, 624) as "it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." (*See Id.* at 625.) As such, "the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits" or "judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." (*Ibid.*)

Although the operative PAGA statute does not set forth the criteria on which a PAGA settlement is to be judged, it is presumed that a reviewing court may utilize some of the factors for review of a class action settlement under Fed. R. Civ. P. 23 ("Rule 23"), Code Civ. Proc. § 382 and Rule 3.769, Cal. Rules of Court, as courts within California have approved settlements of PAGA claims encompassed within class action settlements using Rule 23 criteria. However, it is important to underscore that not all Rule 23 factors can be applied, as "a PAGA claim asserted on a non-class representative basis . . . is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of Rule 23." (*See Casida v. Sears Holdings Corp* (E.D. Cal. Jan. 25, 2012) 2012 U.S. Dist. LEXIS 9302, 8; *Thomas v. Aetna Health of Cal. Inc.* (E.D. Cal. June 2, 2011) 2011 U.S. Dist. LEXIS 59377; *Mendez v. Tween Brands, Inc.* (E.D. Cal. June 30, 2010) 2010 U.S. Dist. LEXIS 66454, 12.) Based thereon, a court's review of a PAGA settlement necessarily implicates the following unique features that render the approval process completely distinct from approval of a class action settlement under Rule 23 or Code Civ. Proc. § 382 and Rule 3.769, Cal. Rules of Court.

First, in evaluating the adequacy of the settlement amount, the Court's focus is not concerned with the amount which "aggrieved employees" are to receive, but rather, must focus on the total settlement amount in achieving PAGA's objective. Indeed, "[t]he remedy sought in a PAGA suit consists of civil penalties, not individual or class damages" (*Mendez*, 2010 U.S. Dist. LEXIS 66454 at 11) and "[u]nlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action." (*See Ochoa-Hernandez v. CJADERS Foods, Inc.*, (N.D. Cal. Apr. 2, 2010) 2010 U.S. Dist. LEXIS 32774, 12.) Second, consistent with the fact that unnamed employees have no property interest in a PAGA claim, "[u]nnamed employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." (*See Ochoa-Hernandez*, 2010 U.S. Dist. LEXIS 32774, at 13.) Finally, unlike a class action settlement under Rule 23(e) or Code Civ. Proc. § 382, the scope of release permitted in a PAGA settlement is limited. While "judgment in [a PAGA] action is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding" (*Arias v. Superior Court* (2009) 46 Cal.4th 969, 986), "the nonparty employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties." (*Id.* at 987.) Thus, scope of a release in a PAGA settlement is necessarily strictly confined to the civil penalties alleged in the complaint.

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In deciding whether to grant approval of the proposed Settlement, the primary issue to be decided is whether the Settlement is fair, adequate and reasonable. As set forth herein, the proposed Settlement embodies all of the features of a settlement that is fair, reasonable, and adequate, as it is the product of (1) arms-length negotiations, (2) negotiated by attorneys experienced in wage and hour issues, (3) subsequent to undertaking sufficient investigation necessary to evaluate the relative strength and value of the PAGA claim, and (4) it reflects a reasoned compromise based directly on the relative strength and value of the PAGA claim, as well as the risks, expense, complexity and likely duration of further litigation.

Discussion

In this settlement, Defendant agrees to pay the Gross Settlement Amount (“GSA”) of \$2,500,000. (Agreement ¶ 3.1.) The following will be paid out of the GSA: (1) service payments to the Plaintiffs totaling \$40,000 (\$10,000 each to Plaintiffs Eichinger, Barnett, and Gibson; \$5,000 each to Plaintiffs Higley and Stringer); (2) attorneys’ fees equaling one-third of the GSA (\$833,333.33) and litigation costs of up to \$70,000; and (3) administration expenses of up to \$26,990. (*Id.* at ¶¶ 3.2.1-3.2.3.) The deduction of these amounts will yield the Net Settlement Amount. (*Id.* at ¶ 1.5.) 75% of the Net Settlement Amount will be paid to the LWDA and 25% of the Net Settlement Amount will be paid to Aggrieved Employees on a pro-rata basis. (Agreement ¶¶ 1.11, 1.14 & 3.2.4.) If all amounts requested by Plaintiffs are approved, the Net Settlement Amount is \$1,529,676.67. (Kingsley Decl. ¶ 26.)

Plaintiffs contend that the settlement amount represents a fair penalty because it represents 11.4% of Defendant’s maximum exposure at trial. (MPA 16:9-14; Kingsley Decl. ¶¶ 30-63.) The Court agrees that the settlement amount appears reasonable. Plaintiffs request attorneys’ fees equal to one-third of the GSA (\$833,333.33) and \$70,000 in litigation costs. (Kingsley Decl. ¶¶ 68-117 & Ex. 5; Moon Decl. ¶¶ 27-36 & Ex. 8; Setareh Dec. ¶¶ 9-16 & Ex. 1.) The Court approves Plaintiffs’ requests for \$833,333.33 in attorneys’ fees, \$70,000 in litigation costs, and \$26,990 in administration costs. (Hartranft Decl. ¶ 7 & Ex. B.) The Court approves Apex Class Action, LLC as the settlement administrator. The funds from any checks that remain uncashed after 180 days will be sent to the California Unclaimed Property Fund in the name of the payee. (Agreement ¶¶ 4.5.2 & 4.5.4.)

Disposition

The Court finds that the PAGA settlement is fair, reasonable, and adequate. The settlement is approved as required under California Labor Code section 2698 et seq. Based on the amount of penalties at issue, the risk of loss on the merits, the risk of being able to prove violations as required by statute for damages purposes, and the Court’s statutorily authorized power to reduce penalties, the Agreement represents a sufficient recovery for individuals within the scope of the PAGA claims and furthers the LWDA’s purpose in enforcing the Labor Code. The Court approves the requested attorneys’ fees, litigation costs, service awards, and administration costs in the amounts requested. The Court will sign the proposed order submitted with the moving papers.

The Court sets a settlement compliance hearing for June 12, 2026 at 10:30 a.m. in this

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department. At least 15 days prior to the hearing, counsel shall file a declaration regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearance will be required.

Counsel for Plaintiff is directed to notice all parties of this order.

Status Conference regarding settlement compliance is scheduled for 06/12/2026 at 10:30 AM in Department 23 at Gordon D. Schaber Superior Court.

By: */s/ T. Shaddix*
T. Shaddix, Deputy Clerk
Minutes of: 09/12/2025
Entered on: 09/12/2025

(PROOF OF SERVICE)

[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On October 17, 2025, I served all interested parties in this action the following documents described as:
NOTICE OF COURT'S MINUTE ORDER OF HEARING ON MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

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Attorneys for Plaintiffs

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/433>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 17, 2025, at West Orange, New Jersey



Sarah Ghoneim