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8 CHERI STRINGER

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SACRAMENTO
12

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

16 *Plaintiffs,*

17 v.

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

19 *Defendants.*

Case No. 23CV010299

[Consolidated with Case No. 23CV002894]

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

**DECLARATION OF CHERI
STRINGER IN SUPPORT OF
PLAINTIFFS' MOTION FOR
APPROVAL OF PAGA
SETTLEMENT**

Date: September 12, 2025

Time: 9:00 AM

Dept: 23

Reservation: #A-10299-002

Complaint Filed: July 1, 2022

Actions Consolidated: April 12, 2024

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Attorneys for Plaintiff JOANN EICHINGER and the aggrieved employees

DECLARATION OF CHERI STRINGER

1
2 1. I, CHERI STRINGER, declare that I am over the age of 18 and a party to this
3 action. I have personal knowledge of the matters set forth in this declaration, except as to those
4 matters stated on information and belief, and as to those matters I believe them to be true. If
5 called upon as a witness, I could and would testify competently to them.

6 2. I make this statement voluntarily. No threats or promises have been made to me,
7 nor have any benefits of any kind been offered or given as a result of my decision to make this
8 statement.

9 3. I understand that, as a representative plaintiff under the California Private
10 Attorneys General Act of 2004 ("PAGA"), I have certain duties and responsibilities to the to the
11 California Labor Workforce Development Agency ("LWDA") and to the aggrieved employees
12 and believe that I have fairly represented their interests during the entire course of this case.

13 4. My counsel provided me with information regarding PAGA representative actions,
14 how they work, and what my duties would be as the PAGA representative. I agreed to serve as a
15 PAGA representative so that I could seek to recover civil penalties on behalf of myself and other
16 aggrieved employees like me for Defendant's alleged violations of the California Labor Code.

17 5. I understand that the PAGA Settlement Agreement (the "Settlement") in this case
18 is subject to this Court's approval to ensure that it is in the best interest of the aggrieved
19 employees as a whole. I have no conflicts with the aggrieved employees.

20 6. I am willing and able to serve as a PAGA representative in this matter.

21 7. I understand that my attorneys are submitting an application to this Court for an
22 enhancement award to compensate me for my unique contributions to the success of this action. I
23 believe this amount is fair and reasonable compensation for my efforts in this case and the risks I
24 have taken in pursuing a fair recovery for the State of California for Defendants' Labor Code
25 violations upon the aggrieved employees.

26 8. I was employed at TRACTOR SUPPLY in the State of California from
27 approximately June 2018 through November 2022.
28

1 9. Shortly after my employment with TRACTOR SUPPLY ended, I researched law
2 firms and found Setareh Law Group. I contacted them because they seemed experienced in
3 employment law. After reaching out to them initially, I spoke with someone at the firm about my
4 background, my employment history, and my work at TRACTOR SUPPLY. I provided
5 documents and information to the firm and answered any questions that were asked to me.

6 10. I reviewed and signed a representation agreement with Setareh Law Group.

7 11. I have provided Defendant with a full release of any and all claims I may have
8 against it. By agreeing to settle the case in the best interest of the aggrieved employees, I have
9 given up the right to pursue individual claims for unpaid wages and penalties and recover
10 substantially more in unpaid wages, interest, waiting time penalties, and pay stub penalties.

11 12. This Action has been pending for years. Throughout, I stayed the course and
12 continued to prosecute this Action and this Settlement in order to fulfill my duty as the PAGA
13 representative, to both the State of California and to the aggrieved employees, though to the end,
14 despite all of the risks and the negative consequences of doing so.

15 13. As a PAGA representative, I assumed a fiduciary role to the aggrieved employees
16 and prosecuted Labor Code violations as a representative of the LWDA. I agreed to: (1) consider
17 the interests of the aggrieved employees just as I would consider my own interests and, in some
18 cases, to put the interests of the aggrieved employees before my own interests; (2) actively
19 participate in the lawsuit, as necessary, by among other things, answering interrogatories,
20 producing documents to Defendant and giving depositions and trial testimony if requested; (3)
21 travel to give such testimony; (4) recognize and accept that any resolution of the lawsuit by
22 dismissal or settlement, is subject to court approval, and must be designed in the best interest of
23 the aggrieved employees as a whole; (5) follow the progress of the lawsuit and provide all
24 relevant facts to my attorneys; (6) champion many other people with similar claims and injuries
25 because of the importance of the case and the necessity that all aggrieved employees members
26 benefit from the lawsuit; and (7) fight for a resolution in which the individual recoveries to each
27 aggrieved employee, including me, may be relatively small. I agreed to shoulder all of these
28 responsibilities in exchange for a proportionate share of funds made available for distribution to

1 the aggrieved employees. I had no guarantee of an enhancement award. I have spent over 35
2 hours of my time in connection with this case to date. The activities I have performed have
3 included, but have not been limited to: obtaining legal counsel, speaking with my legal counsel on
4 numerous occasions, informing them of the terms and conditions of my coworkers' employment,
5 assisting them in gathering information, identifying the claims brought in this case, gathering
6 contact information for my former coworkers, gathering documents from my employment with
7 Defendants, and participating in mediation. I have also spent time carefully reviewing the
8 Settlement, and other case-related documents on my own and with my counsel to make sure that
9 the Settlement and other work my attorneys performed are in the best interest of the aggrieved
10 employees.

11 14. My counsel have advised me of the possibility that, if the case was lost, I could
12 have been ordered to pay Defendants' costs and even attorneys' fees in this case, which could
13 have been thousands of dollars by the end.

14 15. Because I filed this lawsuit, there has since existed—and continues to exist—a
15 public record at the Court showing that I brought a class and PAGA action against my former
16 employer. The payment to me of the enhancement award is not equal to the harm to my future
17 career prospects that this case may cause me

18 16. I remain committed to prosecuting the claims in this case.

19 I declare under the penalty of perjury of the laws of the State of California that the foregoing
20 is true and correct to the best of my knowledge.

21 Executed on 7/11/2025 at I, California.

22
23 

24 ID: xPDEm1rpYqZBBt4pgSdKALty

25 **CHERI STRINGER**
26
27
28

(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 July 23, 2025, I served all interested parties in this action the following documents described as: **DECLARATION OF CHERI STRINGER IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

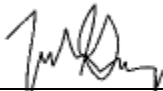
SEE ATTACHED SERVICE LIST

[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/315>) 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 above 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 July 23, 2025, at West Hollywood, California.



Taylor Gregg

SERVICE LIST

*Joann Eichinger, et. al v. Tractor Supply Company
Superior Court of California, County of Sacramento*

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

ABRAMSON LABOR GROUP WILLIAM ZEV ABRAMSON wza@abramsonlabor.com 1700 W. Burbank Blvd. Burbank, CA 91506 Attorneys for Plaintiff JOANN EICHINGER and all aggrieved employees MOON LAW GROUP, PC Kane Moon kmoon@moonlawgroup.com Daniel J. Park dpark@moonlawgroup.com Michael Citrin mcitrin@moonlawgroup.com 725 S. Figueroa St., Suite 3100 Los Angeles, California 90017 Attorneys for Plaintiffs SHELBY L. HIGLEY, JOHN REID BARNETT, PEGGY GIBSON, and all aggrieved employees	AKERMAN LLP Felipe Gomez Mishell Taylor felipe.gomez@akerman.com mishell.taylor@akerman.com 633 West Fifth Street, Suite 6400 Los Angeles, California 90071 Attorneys for Defendant TRACTOR SUPPLY COMPANY SETAREH LAW GROUP Shaun Setareh shaun@setarehlaw.com Jose Maria D. Patino, Jr. jose@setarehlaw.com Tyson Gibb tyson@setarehlaw.com calendar@setarehlaw.com 9665 Wilshire Boulevard, Suite 430 Beverly Hills, California 90212 Attorneys for Plaintiff CHERI STRINGER and the aggrieved employees
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