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County of Kern
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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

BRYSON L. SLAUGHTER, individually, and on behalf of all others similarly situated,

Plaintiff,

vs.

SULLY'S FOOD STORES, LLC, a limited liability company; TPS PROPERTIES ONE, LLC, a limited liability company; SULLIVAN PETROLEUM COMPANY, LLC, a limited liability company; and DOES 1 through 10, inclusive,

Defendants

Case No.: BCV25101224

~~[PROPOSED]~~ **ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT**

[*Filed with Plaintiff's Notice of Motion and Memorandum of Points and Authorities, the Declaration of Kane Moon, and the Declaration of Plaintiff*]

PRELIMINARY APPROVAL HEARING:
Date: September 14, 2026
Time: 8:30 a.m.
Place: Division H
Judge: Hon. Bernard C. Barmann, Jr.

Complaint Filed: April 4, 2025
FAC Filed: June 18, 2025
Trial Date: Not set

~~[PROPOSED]~~ PRELIMINARY APPROVAL ORDER

The Court has before it Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Having reviewed the Motion and Memorandum of Points and Authorities, the supporting Declarations of Kane Moon and Plaintiff Bryson L. Slaughter ("Plaintiff"), and GOOD CAUSE appearing, **IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:**

1. The Court grants preliminary approval of the proposed Settlement and the Class based upon the terms set forth in the Joint Stipulation of Class and Representative Action Settlement Agreement (the "Settlement") attached as Exhibit 1 to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class and Representative Action Settlement Agreement. The Court finds on a preliminary basis that the Settlement appears to be fair, adequate, and reasonable, and therefore, meets the requirements for preliminary approval. The Court also preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure section 382 and applicable law.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendants Sully's Food Stores, LLC, TPS Properties One, LLC, and Sullivan Petroleum Company, LLC (collectively, "Defendants") (together with Plaintiff, the "Parties") agree to create a common, non-reversionary Gross Settlement Fund of at least $810,000.00 (the "Gross Settlement Amount"), subject to an escalator clause, to cover (a) Individual Class Payments to Participating Class Members; (b) a Class Counsel Fees Payment not to exceed one-third of the Gross Settlement Amount, which is estimated to be $270,000.00; (c) a Class Counsel Litigation Costs Payment for reimbursement of actual litigation costs not to exceed $30,000.00; (d) an Administration Expenses Payment not to exceed $25,000.00; (e) PAGA Penalties of $40,000.00 for settlement of claims for civil penalties under the Private Attorneys General Act, Labor Code Sections 2698, *et seq.* ("PAGA"), and distributed as 35% ($14,000.00) to the Aggrieved Employees and 65% ($26,000.00) to the California Labor and Workforce

Development Agency (the "LWDA"); and (f) a Class Representative Service Payment to Plaintiff of not more than $10,000.00.[1] Defendants agree to separately pay its employer's payroll taxes owed on the wage portions of the Individual Class Payments.

3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant class-wide discovery, investigation, research, and litigation have been conducted such that counsel for the respective Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of serious, informed, adversarial, and arm's-length negotiations between the Parties. Accordingly, the Court preliminarily finds that the Settlement was entered into in good faith and meets the requirements for preliminary approval.

4. A final approval hearing on the question of whether the proposed Settlement, the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, the Administration Expenses Payment, the PAGA Penalties, and the Class Representative Service Payment should be finally approved as fair, reasonable, and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies, for settlement purposes only, the following class (the "Class"): collectively, the Sully's Settlement Class and the Sullivan Petroleum Settlement Class. "Sully's Settlement Class" means all current and former hourly-paid or non-exempt employees of Defendants Sully's Food Stores, LLC and TPS Properties One, LLC in California employed during the Sully's Class Period. "Sullivan Petroleum Settlement Class" means all current and former hourly-paid or non-exempt employees of Defendant Sullivan Petroleum Company, LLC in California employed during the Sullivan Petroleum Class Period. For purposes

[1] Pursuant to ¶ 4.1 of the Settlement, the Gross Settlement Amount and all employer-share payroll taxes owed on the Wage Portions of the Individual Class Payments shall be fully funded by transmission of such funds to the Administrator within thirty (30) calendar days of the Effective Date. (Settlement, ¶ 4.1.)

of Settlement, the "Sully's Class Period" means the period from April 4, 2021, through July 29, 2026. For purposes of Settlement, the "Sullivan Petroleum Class Period" means the period from April 30, 2022, through July 29, 2026. Excluded from the Class will be any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion, pursuant to the instructions provided in the Class Notice.

6. The Court identifies, for settlement purposes only, the following individuals (the "Aggrieved Employees"): collectively, all Sully's Aggrieved Employees and all Sullivan Petroleum Aggrieved Employees, as defined herein. For purposes of clarity, "Sully's Aggrieved Employees" and "Sullivan Petroleum Aggrieved Employees" are also referred to as the "Sully's PAGA Group" and the "Sullivan Petroleum PAGA Group," respectively, and the "PAGA Group" shall refer to all Aggrieved Employees collectively. "Sully's Aggrieved Employees" or "Sully's PAGA Group" means all current and former hourly-paid or non-exempt employees of Defendants Sully's Food Stores, LLC and TPS Properties One, LLC in California employed during the Sully's PAGA Period. "Sullivan Petroleum Aggrieved Employees" or "Sullivan Petroleum PAGA Group" means all current and former hourly-paid or non-exempt employees of Defendant Sullivan Petroleum Company, LLC in California employed during the Sullivan Petroleum PAGA Period. The "Sully's PAGA Period" means the period from April 4, 2024, through July 29, 2026. The "Sullivan Petroleum PAGA Period" means the period from April 30, 2025, through July 29, 2026.

7. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure section 382 in that: (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

8. **Releases of Claims**. Effective on the date Defendants fully fund the entire Gross Settlement Amount and separately pay all employer-share payroll taxes owed on the Wage Portion of

the Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel will release claims against the Released Parties as follows: (Settlement, ¶ 5.)

a. Released Parties. "Released Parties" means: Defendants, and each of their former, present, and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives. (*Id.* at ¶ 1.41.)

b. Release by Participating Class Members and Plaintiff. All Participating Class Members and Plaintiff, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees, damages, and causes of action that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint arising during the applicable Class Period. (*Id*. at ¶ 5.1.) This release includes, without limitation, a release of all claims alleged in the Operative Complaint for alleged failure to pay minimum wages, failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, failure to provide accurate itemized wage statements, violation of California Business and Professions Code sections 17200, et seq., and statutory waiting time penalties based on the foregoing (collectively, the "Released Class Claims"). (*Id*.)

c. Release by Aggrieved Employees and Plaintiff: All Aggrieved Employees and Plaintiff, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release and discharge the Released Parties from any and all claims for civil penalties, and attorneys' fees and costs, under PAGA that were alleged or that reasonably could have been alleged based on the facts alleged in the Operative Complaint or Plaintiff's PAGA Notice, including, but not limited to, failure to pay minimum wages, failure to pay overtime

compensation, failure to provide meal periods, failure to authorize and permit rest breaks, failure to indemnify necessary business expenses, failure to pay all unpaid wages at termination, and failure to provide accurate itemized wage statements (collectively, the "Released PAGA Claims"), arising during the applicable PAGA Period (Sully's PAGA Period or Sullivan Petroleum PAGA Period, as applicable to each Aggrieved Employee). (*Id.* at ¶ 5.2.)

9. The Court, for purposes of this Preliminary Approval Order, refers to all terms and definitions as set forth in the Settlement.

10. The Court appoints, for settlement purposes only, Plaintiff as the Class Representative. The Court approves, on a preliminary basis, a Class Representative Service Payment from the Gross Settlement Amount of up to $10,000.00 to Plaintiff, in addition to the amount Plaintiff is eligible to receive as a Class Member, for initiating the Action and providing services in support of the Action. To the extent the final amount awarded is less than the amount requested, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law Group, PC as Class Counsel. The Court approves, on a preliminary basis, Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount, which is estimated to be $270,000.00, as well as reimbursement for actual costs not to exceed $30,000.00. To the extent actual costs are less and/or the final amounts awarded for fees and/or costs are less than the amounts requested, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

12. The Court appoints ILYM Group, Inc. as the Administrator with payment from the Gross Settlement Amount for reasonable administration costs not to exceed $25,000.00, except upon a showing of good cause and as approved by the Court. To the extent administration costs are less, the remainder will be allocated to the Net Settlement Amount for distribution to Participating Class Members.

13. The Administrator shall perform services and duties as provided for in the

Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail in English and Spanish. Class Members shall not be required to submit a claim form in order to receive individual settlement payments.

14. The Court approves, as to form and content, the *Notice of Class and Representative Action Settlement* (the "Class Notice") attached to the Settlement as **Exhibit A** and incorporated by reference. The Court finds, on a preliminary basis, that the plan for distribution of the Class Notice satisfies due process, provides the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

15. The obligations set forth in the Settlement are deemed part of this Preliminary Approval Order, and the Parties and Administrator are ordered to carry out the Settlement Agreement according to its terms and provisions.

16. The Court orders the following Implementation Schedule:

Defendants to provide the Administrator with the Class Data	Within 21 calendar days after the Court grants Preliminary Approval of the Settlement
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Class Data
Response and Opt-Out Deadline	Within 45 calendar days after mailing (plus an additional 10 calendar days for any re-mailed Class Notices)
Final Approval Motion Filing Deadline	At least 16 court days before the Final Approval Hearing
Final Approval Hearing	February 19, 2027, at 8:30 a.m.

17. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

18. The Court further orders that, pending further order of this Court, all proceedings in this litigation, except those contemplated herein and in the Settlement Agreement, are stayed.

19. The Settlement is preliminarily approved but is not an admission by Defendants of the validity of any claims in this class action, or of any wrongdoing by Defendants or of any violation

of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement.

IT IS SO ORDERED.

DATED: September 14, 2026

The Honorable Bernard C. Barmann, Jr.
Judge of the Superior Court, Kern County