

POTTER HANDY LLP
Mark D. Potter (SBN 166317)
mark@potterhandy.com
James M. Treglio (SBN 228077)
jimt@potterhandy.com
100 Pine St., Ste 1250
San Francisco, CA 94111
(858) 375-7385
Fax: (888) 422-5191

DIVERSITY LAW GROUP, P.C.
Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
Kristen M. Agnew (State Bar No. 247656)
kagnew@diversitylaw.com
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiffs and the Aggrieved Employees
*** Additional Counsel on Next Page

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

SAFAA AL AZZAWI, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

C-STORE SERVICES, INC., a California
corporation; and DOES 1 to 100, inclusive

Defendants.

Case No.: CIVSB2228712

**DECLARATION OF KRISTEN M. AGNEW IN
SUPPORT OF PLAINTIFFS' MOTION TO
APPROVE SETTLEMENT AGREEMENT
PURSUANT TO THE PRIVATE ATTORNEYS
GENERAL ACT**

Date: July 7, 2025

Time: 9:00 a.m.

Dept.: S36

Complaint Filed: December 21, 2022

Trial Date: None

1 **ADDITIONAL COUNSEL**

2 **BIBIYAN LAW GROUP, P.C.**

3 David D. Bibiyan (State Bar No. 287811)

4 david@tomorrowlaw.com

5 Vedang J. Patel (State Bar No. 328647)

6 vedang@tomorrowlaw.com

7 1460 Westwood Boulevard

8 Los Angeles, California 90024

9 Telephone: (310) 438-5555

10 Facsimile: (310) 300-1705

11 **JAMES HAWKINS APLC**

12 James R. Hawkins, Esq. (State Bar No.192925)

13 James@jameshawkinsaplc.com

14 Gregory Mauro, Esq. (State Bar No.222239)

15 Greg@jameshawkinsaplc.com

16 Michael Calvo, Esq. (State Bar No.314986)

17 Michael@jameshawkinsaplc.com

18 Lauren Falk, Esq. (State Bar No.316893)

19 Lauren@jameshawkinsaplc.com

20 Ava Issary, Esq. (State Bar No.342252)

21 Ava@jameshawkinsaplc.com

22 9880 Research Drive, Suite 200

23 Irvine, CA 92618

24 Tel.: (949) 387-7200

25 Fax: (949) 387-6676

1 I, Kristen M. Agnew, hereby declare as follows:

2 1. I am an attorney at law duly licensed to practice before all courts in the State of
3 California. I am an attorney with Diversity Law Group, P.C., counsel of record for Plaintiffs Safaa
4 Al Azzawi, Justin Johnson, Teresa Bustos, and Ruban Rosas (collectively, “Plaintiffs”). Based on
5 my personal knowledge, I assert the facts set forth herein and, if called as a witness, I could and
6 would competently testify thereto.

7 **PROCEDURAL HISTORY**

8 2. From the inception of the case, my firm has zealously represented the interests of
9 the aggrieved employees. Before initiating the matter of *Justin Johnson v. C-Store Services, Inc.*,
10 Superior Court of California, County of Sacramento Case No. 34-2022-00331605 (“*Johnson*
11 *Action*”), I investigated and researched the facts and circumstances underlying the pertinent factual
12 and legal issues and applicable law. This required thorough discussions between counsel and
13 Plaintiff Justin Johnson (“Plaintiff Johnson”), an analysis of Plaintiff’s personnel file, on-duty
14 meal period agreement, and research into the various legal issues involved in the case. I also
15 interviewed current and former employees of Defendant C-Store Services, Inc. (“Defendant C-
16 Store” or “C-Store”) regarding their meal and rest period practices at work.

17 3. On October 3, 2022, Plaintiff Justin Johnson submitted written notice under Labor
18 Code section 2699.3 to the LWDA and Defendant C-Store alleging that Defendant C-Store
19 violated Labor Code sections 201, 202, 203, 212, 213, 226, 226.7, and 512 (the “Johnson PAGA
20 Notice”). Attached hereto as **Exhibit 2** is a true and correct copy of the Johnson PAGA Notice.

21 4. As set forth in the PAGA Notice, Plaintiff Johnson contends that, as matter of
22 policy and practice, C-Store: (a) failed to provide duty-free meal and rest breaks, in violation of
23 Labor Code sections 226.7 and 512; (b) failed to provide accurate itemized wage statements, in
24 violation of Labor Code section 226(a); (c) issued payment of wages to employees in the form of
25 a paycard without written authorization or consent, in violation of Labor Code section 212 and
26 213; and (d) failed to pay wages upon separation of employment, in violation of Labor Code
27 sections 201, 202 and 203.

28 5. The Johnson PAGA Notice sets forth three core allegations. First, Plaintiff Johnson

1 alleges that C-Store required non-exempt employees to remain on work premises during their meal
2 and rest periods and failed to pay premium compensation, as mandated by Labor Code section
3 226.7. Second, and relatedly, due to the non-payment of meal/rest period premium wages,
4 whenever premiums were earned and not paid, the corresponding wage statement failed to identify
5 the accurate rates of pay for such meal and rest premium wages, and the accurate gross and net
6 wages earned. Third, Plaintiff Johnson alleges that, when paying wages off-cycle and/or wages to
7 separating employees, C-Store unlawfully issued wages in the form of a pay card as the only
8 method of wage payment, and without obtaining their authorization or consent. Plaintiff Jhonson
9 further alleges that the paycard required employees to incur fees to use, was not fully cashable,
10 and not usable at all financial institutions

11 6. On December 19, 2022, Plaintiff Johnson filed the *Johnson* Action. Plaintiff
12 asserted a single cause of action for violation of PAGA predicated on the alleged Labor Code
13 violations set forth in the Johnson PAGA Notice. Plaintiff Johnson seeks civil penalties under
14 PAGA, as well as attorneys' fees, and costs.

15 7. On or about February 16, 2023, Defendant C-Store filed an answer to the complaint.
16 C-Store disputes and denies Plaintiff Johnson's allegations and claims asserted in the *Johnson*
17 Action.

18 **INVESTIGATION AND DISCOVERY**

19 8. Shortly after Plaintiff Johnson initiated the *Johnson* Action, I met and conferred
20 with counsel for Defendant C-Store regarding regarding the nature of his client's business, and the
21 factual basis the alleged Labor Code violations. With respect to the pay card claim specifically,
22 counsel presented evidence and argument that employees voluntarily consent to the payment of
23 wages on the paycard, and have immediate and free access to their full wages on pay day. Thus,
24 there is no evidence of a company-wide violation of Labor Code sections 212 and 213.

25 9. On June 1, 2023, Plaintiff Johnson propounded Special Interrogatories (Set One)
26 and Requests for Production of Documents (Set One). The discovery required C-Store to provide
27 documents and information relevant its payroll practices and procedures, including those
28 pertaining to its meal and rest period policies, on-duty meal period agreement, and the identities

of aggrieved employees. C-Store served verified responses to the discovery.

INFORMED SETTLEMENT NEGOTIATIONS

10. After filing the *Johnson* Action, my office became aware of the related matters of: *Safaa Al Azzawi v. C-Store Services, Inc.*, Superior Court of California, County of San Bernardino Case No. CIVSB2228712 (“*Al Azzawi* Action” or the “Action”); *Teresa Bustos v. Stations Service, Inc. et. al.*, Superior Court of California, County of Orange Case No. 30-2023-01316183-CU-OE-CXC (“*Bustos* Action”); and *Ruban Rosas v. C-Store Services, Inc. et. al.*, Superior Court of California, County of Placer Case No. S-CV-0052712 (“*Rosas* Action”).

11. Given the shared defendants and related claims at issue, the parties to the *Johnson* Action, *Al Azzawi* Action, *Bustos* Action and *Rosas* Action agreed to participate in a global mediation.

12. In advance of the mediation, C-Store, Stations Service, Inc., Hassan & Sons, Inc., H&S Energy Products, LLC f/k/a Colonial Energy, LLC, and H&S Energy, LLC (collectively “Defendants”) produced meal and rest break policies, reimbursement policies, sample employee payroll and time records, as well as data points related to the number of aggrieved employees, and number of pay periods at issue during the timeframe of October 3, 2021, through December 10, 2024. Based on the information provided by Defendants, and with the assistance of an expert witness, PAGA Counsel conducted a full penalties analysis.

13. On December 9, 2024, the Parties engaged in mediation with Christopher M. Barnes, an experienced wage and hour class action mediator. As a result of the mediation, and after the exchange of further information and extended negotiations following mediation, the Parties reached the present settlement. The Parties subsequently negotiated the terms of the Joint Stipulation of Settlement and Release under the Private Attorneys General Act (“Agreement” or “Settlement Agreement”). The Settlement Agreement sets forth all terms of the settlement reached by the Parties. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**.

14. The mediation and all settlement negotiations were conducted at arms’ length.

1 19. As part of the Settlement, Defendants do not object to a request by PAGA Counsel
2 for an award of Attorneys' Fees of up to one-third (1/3) of the Gross Settlement Amount, *i.e.*, the
3 sum of Five Hundred Thousand Dollars (\$500,000.00), and reimbursement for actual litigation
4 costs in an amount up to Fifty Thousand Dollars (\$50,000.00) ("Attorneys' Fees and Costs"),
5 subject to Court approval. *See* SA § C-11. At the time the Parties negotiated the Settlement
6 Agreement, PAGA Counsel did not have a final tally of the litigation costs incurred to date. As
7 such, the Parties included a maximum amount that could be attributed to costs under the settlement.
8 However, PAGA Counsel requests reimbursement of \$31,625.87 for litigation related expenses.
9 Any portion of the Attorneys' Fees and Costs that is not approved by the Court shall become part
10 of the Net Settlement Amount. *See id.*

11 20. Defendants also do not object to Plaintiffs' request for individual Service Awards
12 in the amount of Ten Thousand Dollars (\$10,000.00) each (collectively, \$40,000.00) in recognition
13 for the work they have done on behalf of the State of California and the PAGA Members. *See* SA
14 § C-10. Any portion of the Service Awards that is not approved by the Court shall become part of
15 the Net Settlement Amount. *See id.*

16 21. The Settlement provides for the payment of the fees and expenses reasonably
17 incurred by the Settlement Administrator. *See* SA § C-12. The Parties have agreed to utilize
18 Phoenix Settlement Administrators to administer the settlement, with the Settlement
19 Administration Costs estimated to be Twenty-One Thousand Dollars (\$21,000.00). *See id.* at §§
20 B-22; C-21. Any portion of the Settlement Administration Costs that is not approved by the Court
21 shall become part of the Net Settlement Amount. *See id.* at § C-21.

22 22. Upon the payment of the Gross Settlement Amount by Defendants, Plaintiffs and
23 all PAGA Members will release Defendants and Released Parties from the Released PAGA
24 Claims. *See* SA § E-1. As defined in the Agreement, the term "Released PAGA Claims" means:

25 All claims alleged in the Operative Complaint and for penalties
26 under the California Private Attorneys' General Act, including
27 costs and attorneys' fees related thereto, predicated upon the
28 claims and theories set forth in the Operative Complaint, and
 included but not limited to violation of Labor Code sections 96,
 98.6, 200, 201, 202, 203, 204, 204.1, 205, 205.5, 210, 212, 213,

216, 218, 218.6, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 246,
et seq., 432, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194,
1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2802, and
2810.5, that accrued during the PAGA Period.

See id. at § B-18. The Settlement is not intended to release does not extend to violations of any predicate statutes other than PAGA. The Settlement also does not affect a waiver of claims by PAGA Members against the Released Parties for any individual wage and hour claims.

PAYMENTS TO AGGRIEVED EMPLOYEES AND THE LWDA

23. The balance of the Gross Settlement Amount remaining after deduction of the approved Service Awards to Plaintiffs, Attorneys' Fees and Costs, and Settlement Administration Costs is the Net Settlement Amount. *See* SA § B-10.

24. The Net Settlement will be available for distribution to the LWDA and PAGA Members. *See* SA § C-6. Assuming that the Court awards the requested attorneys' fees (\$500,000.00), actual litigation costs (\$31,625.87), Settlement Administration Costs (\$21,000.00), and the Service Awards (\$40,000.00), the Net Settlement Amount will total approximately \$907,374.13. Seventy-five percent (75%) of the Net Settlement Amount, or approximately \$680,530.60, will be paid to the LWDA for PAGA penalties ("LWDA Payment"). *See* SA § C-6. The remaining twenty-five percent (25%), or approximately \$226,843.53, will be distributed to PAGA Members on a pro rata basis based on the number of pay periods in which employees worked during the PAGA Period. *See* SA § C-7.

25. On raw average, PAGA Members will be entitled to recover, on average, up to \$43.10 each. However, the amount that any particular PAGA Member will be entitled to recover will be greater or lower than this average depending on the number of pay period in which the individual worked during the PAGA Period. *See* SA § C-7. This is fair, as it directly allocates greater penalties to PAGA Members who have allegedly suffered greater harm.

26. Any uncashed checks will be paid out pursuant to California Code of Civil Procedure section 384 to the *cy pres* recipient, Legal Aid at Work. *See* SA § D-5. Legal Aid at Work, is a 501(c)(3) nonprofit legal services organization that provides services to working families with low-incomes. Neither I nor Diversity Law Group have a relationship, financial or

otherwise, with Legal Aid at Work.

POTENTIAL CIVIL PENALTIES

27. Due to the discretionary nature of PAGA penalties, PAGA civil penalties are difficult to evaluate. Defendants have represented that there are approximately 118,354 pay periods in which PAGA Members worked at least one shift during the timeframe of October 3, 2021, through December 10, 2024. Assuming that Plaintiff was to prevail on the merits, applying the standard penalty of \$100 per pay period yields approximately \$11,835,400 in potential liability. In the alternative, if the Court were to “stack” penalties, (*ie*, award multiple PAGA penalties for different Labor Code violations in the same pay period), the potential PAGA penalties could total as high as \$38,899,100:

Lab. Code Section	Violation	Pay Periods	PAGA Penalties
Labor Code §§ 226.7, 512	Untimely Meal Period (7.2% violation rate)	8,285 pay periods	\$828,500
Labor Code §§ 226.7, 512	On-duty Meal/Rest Period	24,000 pay periods	\$2,400,000
Lab. Code §§ 510, 558, 1194, 1197, and 1197.1	Unpaid Minimum and Overtime Wages	118,354 pay periods	\$11,835,400
Lab. Code § 226(a)	Derivative Wage Statement Violations	118,354 pay periods	\$11,835,400
Labor Code § 2802	Failure to Reimburse Business Expenses	118,354 pay periods	\$11,835,400
Labor Code § 246	Sick Pay Violation	1,644 pay periods	\$164,400
TOTAL			\$38,899,100

28. The penalty calculations set forth above assume that Plaintiffs will prevail on the merits. However, for the reasons articulated in paragraphs 32-42 below, the settlement takes into account the strengths and weaknesses of Plaintiffs’ PAGA claims.

29. It is unrealistic to assume that the Court would award \$100 per pay period or permit

1 the “stacking” of PAGA penalties. In negotiating the amount of the settlement, PAGA Counsel
2 took into account the inherent uncertainty in the potential recovery in a PAGA action. By statute,
3 the Court can decline to award the full amount of PAGA penalties where “...if, based on the facts
4 and circumstances of the particular case, to do otherwise, would result in an award that is unjust,
5 arbitrary and oppressive, or confiscatory.” *See* Cal. Labor Code § 2699(e)(2).

6 30. Assuming that Plaintiffs prevailed on liability, under the facts of this case, PAGA
7 Counsel appreciates the substantial risk that Defendants could present a persuasive argument to
8 reduce the amount of PAGA penalties at trial. In this case, Defendants asserted that a substantial
9 reduction in potential PAGA penalties was warranted because: (1) even assuming that Plaintiffs
10 could establish the predicate violations, the alleged violations were inadvertent; (2) a good faith
11 dispute exists as to whether the nature of the work prevents PAGA Members to take off-duty meal
12 periods; (3) the time and payroll records establish that the majority of PAGA Members receive
13 compliant meal periods; and (4) Defendants have taken steps to provide off-duty rest periods to
14 PAGA Members prior to the submission of the PAGA Notice. Thus, Defendants contend that no
15 PAGA penalties were needed to punish or deter Defendants for its inadvertent behavior, much less
16 to deter it from committing any future violations that were completely foreclosed by its new payroll
17 practices.

18 31. PAGA Counsel is also aware that Courts routinely award far less than the statutory
19 maximum amount of civil penalties, even where an underlying violation of the Labor Code is
20 found. As shown in the Court of Appeal’s decision in *Carrington v. Starbucks Corp.*, while the
21 plaintiff prevailed on his PAGA claim at trial, the trial court reduced the maximum PAGA penalty
22 amount by 90%, citing the employer’s good faith attempt at complying with the law. 30 Cal. App.
23 5th 504, 517 (2018). Upon review, the Court of Appeal found such reduction to be proper. *Id.* at
24 539; *see O’Connor v. Uber Technologies, Inc.*, 201 F.Supp.3d 1110, 1133 (N.D. Cal., 2016).
25 Assuming that the Court uses *Carrington* as a benchmark and assesses PAGA penalties of
26 approximately 10% of the total maximum, a more realistic estimate of the maximum PAGA
27 penalties at issue—even with “stacking”—is \$3,889,910.

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33. Defendants, however, argue that the off-the-clock claims are not suitable to be adjudicated on a representative basis because their policies and training materials required accurate recording of time and prohibited off-the-clock work. Defendants' written policies strictly prohibit non-exempt employees from working off the clock for any reason. Defendants further argue that their liability is contingent on proof that Defendants knew or should have known that off-the-clock work was occurring. In the absence of a uniform policy that requires off-the-clock work, Defendants argue that Plaintiffs will not be able to establish the requisite knowledge through common proof.

35. The Parties sharply dispute the lawfulness of Defendants' on-duty meal period agreement. Defendants maintain that the nature of its business prevents employees from being relieved of all duties during their meal breaks. In this respect, Defendants operate convenience

1 stores that operate gas stations. Defendants argue that, due to the unique nature of the work
2 performed by gas station attendants—including solo shifts, continuous customer service needs,
3 and the obligation to monitor fueling operations and ensure safety on the premises—it is often not
4 feasible to relieve employees of all duties during their meal periods.

5 36. Defendants further maintain that most shifts are staffed by two or more employees,
6 which permits employees to take staggered off-duty breaks. For these employees, Defendants
7 argue that their only obligation was to make meal/rest periods available to employees—not to
8 police them. Defendants’ time records also show that the vast majority of employees receive
9 compliant meal periods. Taking into account employees who have signed on-duty meal period
10 agreements, the violation rate is 3.2%. The violation rate for employees who are not subject to an
11 on-duty meal period agreement is slightly higher, at 7.2%.

12 37. **On-Duty Rest Periods.** Plaintiffs also seek civil PAGA penalties based on
13 Defendants’ purported policies that result in PAGA Members working during rest periods.
14 Plaintiffs allege that PAGA Members assigned to work a solo shift were required to remain on-
15 duty during their rest periods, as they could not leave the store unattended.

16 38. Defendants dispute that any employees are required to take on-duty rest periods.
17 Defendants maintain that employees who work a solo shift are directed to close the store for rest
18 breaks and hang a sign advising customers of their breaks. This permits employees to leave the
19 store during their rest periods.

20 39. Notwithstanding the merits of the on-duty break claims, Defendants argue that an
21 adjudication of the alleged violations would require individualized assessments as to the
22 circumstances of each missed, delayed or interrupted break. Relatedly, Defendants also argue that,
23 even if Plaintiffs were able to establish that some employees experienced a rest period violation,
24 such a claim would not be manageable.

25 40. **Wage Statement Violations.** Plaintiffs seek civil PAGA penalties based on
26 Defendants’ alleged violations of Labor Code section 226(a). As a result of the alleged
27 underpayment and/or non-payment of wages to PAGA Members, Plaintiff contends that the wage
28 statements omit information required by Labor Code 226, including all applicable hourly rates and

1 the total hours worked. As argued by Defendants, Plaintiffs' derivative wage statement violation
2 is vulnerable to a motion for summary judgment based on the weaknesses of the underlying
3 primary claims.

4 41. **Failure to Reimburse Business Expenses.** Plaintiffs seek civil PAGA penalties
5 based on Defendants' alleged failure to reimburse employees for expenses incurred in the
6 performance of their duties, including expenses associated with the use of personal phones for
7 mandatory work-related phone calls and driving personal vehicles. Defendants deny Plaintiffs'
8 allegations. According to Defendants, employees were not required to use a personal cell phone,
9 as phones were made available to communicate during the workday. Thus, according to
10 Defendants, the decision to use a cell phone for business purposes is a personal decision and not
11 one required by company policy.

12 42. **Failure to Pay Sick Pay Wages.** Plaintiffs seek civil PAGA penalties based on
13 Defendants' alleged failure to pay sick pay wages at the regular rate of pay. This alleged violation
14 impacted approximately 877 PAGA Members in 1,644 pay periods.

15 **THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

16 43. Even though I strongly believe that Plaintiffs can prevail at trial, given Defendants'
17 potential defenses to the alleged violations at issue, and the risks and costs of continued litigation,
18 I believe that the Settlement is fair and reasonable. Moreover, as Defendants adamantly deny that
19 they should be liable for the full extent of the alleged penalties, there is a possibility that Plaintiffs
20 and the PAGA Members would be awarded less or recover nothing at trial. Thus, after taking into
21 account sharply disputed legal issues involved in this litigation, the risks associated with further
22 prosecution, delays caused by potential appeals, and the substantial benefits to be received
23 pursuant to the Settlement, I believe that the proposed settlement is fair, reasonable, and adequate
24 and is in the best interests of Plaintiff and the aggrieved employees.

25 **ATTORNEY EXPERIENCE**

26 44. Diversity Law Group has a great deal of experience in wage and hour class action
27 litigation and has been approved as class counsel in a number of class actions.

28 45. My qualifications are as follows: I was the 2003 recipient of the Spelman

1 Presidential Scholarship to Emory University School of Law. During law school, I was a summer
2 associate at the law firm of Sonnenschein, Nath and Rosenthal, and clerked with the Atlanta office
3 of the Equal Employment Opportunity Commission. I received my J.D. from Emory University in
4 2006 and was admitted to the California Bar in December 2006. Following law school, I was an
5 associate at Sonnenschein from September 2006 to May 2009.

6 46. Since 2009, my primary area of practice has been employment litigation. I have
7 practiced law at two preeminent employment defense firms. From May 2009 to June 2011, I was
8 an associate at Ogletree, Deakins, Nash, Smoak & Stewart, P.C. I was also an associate, and then
9 senior associate, in the labor and employment practice group of Seyfarth Shaw, LLP from June
10 2011 to May 2016. At both Ogletree and Seyfarth, I represented a wide array of fortune 500
11 companies in employment litigation in both state and federal courts, as well as before government
12 agencies, including the California Department of Labor. My practice included the defense of single
13 plaintiff and multi-plaintiff lawsuits involving claims under the California Fair Employment and
14 Housing Act, the California Labor Code and the Fair Labor Standards Act. I also handled a number
15 of wage and hour class actions.

16 47. While at Ogletree and Seyfarth, I served as the lead associate on a number of wage
17 and hour class actions, including *Martha Cardenas v. Gold's Gym*, Los Angeles County Superior
18 Court Case No. BC445112; *Nathaniel Werner v. Crown Equipment Corporation*, Los Angeles
19 County Superior Court Case No. BC439428; *Christopher Williams v. Allstate Insurance Co.*, Los
20 Angeles County Superior Court Case No. BC382577; *Hwang v. Caltech*, Los Angeles County
21 Superior Court Case No. BC464894; *Melissa Roberts v. Zale Delaware, Inc.*, Los Angeles
22 Superior Court Case No. BC523610; *Michael Oliver v. Konica Minolta Business Solutions U.S.A.,*
23 *Inc.*, Santa Clara County Superior Court Case No. 114-CV-263183; *Tessa Hodge v. Zale*
24 *Delaware, Inc., d/b/a Piercing Pagoda*, San Bernardino Superior Court Case No CIVVS1301632;
25 *Warren v. Paychex, Inc.*, N.D. Cal. Case No. 3:10-cv-02006; *Tapia v. Zale Delaware Inc. et al*,
26 S.D. Cal. Case No. 3:13-cv-01565; and *Benjamin Burgess et al v. Tesoro Refining and Marketing*
27 *Company et al*, C.D. Cal. Case No. 2:10-cv-05870.

28 48. I also second chaired two jury trials where I represented the prevailing defendant.

Both cases involved employees who brought claims against their former employers pursuant to the Fair Employment & Housing Act. The cases are: *Jeff Cowell v. Eaton Aerospace LLC et al*, Los Angeles County Superior Court Case No. BC401543; and *Richard Gulden v. Pratt & Whitney Rocketdyne Inc. et al.*, Los Angeles County Superior Court Case No. BC468909.

49. In June 2016, I joined Diversity Law Group, P.C. where I spend most of my time handling employment cases. I primarily represent employees.

50. I have been approved as class counsel in numerous wage/hour class actions that have been granted class certification and final approval, including: *Antonio Becerra-Mata v. PSC Industrial Outsourcing, LP*, San Benito County Superior Court Case No. CU-15-00030; *Kosal So v. Owens-Brockway Glass Container, Inc.*, Los Angeles County Superior Court Case No. BC608609; *Sarah Rodriguez v. Manpower, Inc.*, Santa Clara County Superior Court Case No. 1-16-CV-294904; *Shannon Sanchez v. American Para Professional Systems, Inc.*, Santa Clara County Superior Court Case No. 17CV306751; *Foaad Hanna v. Equinix, LLC*, Santa Clara County Superior Court Case No. 18CV339365; *Alicia Harris v. 24 Seven LLC*, Los Angeles County Superior Court Case No. BC720144; *Mary Della Maggiora v. Watsonville Community Hospital*, Santa Cruz Superior Court Case No. 18CV00191; *Michael Randolph v. Pacific Racing Association*, Alameda County Superior Court Case No. RG18908139; *Cody Wirbick v. Sundt Construction, Inc.*, U.S. District Court for the Eastern District of California Case No. 2:19-cv-02067-MCE-CKD; *Jose Vasquez Ruiz v. Perdue Foods, LLC*, Sonoma County Superior Court Case No. SCV 264649; *Delmer Wood III v. Reeve Trucking Company Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2018-0004414; *Eric Chavez v. Converse, Inc.*, U.S. District Court for the Northern District of California Case No. 15-cv-03746-NC; *Jharett Siron v. Raypak, Inc.*, Ventura County Superior Court Case No. 56-2019-00527959-CU-OE-VTA; *Prexxie Pascual and Arturo Fonseca v. Satellite Healthcare, Inc.*, Santa Clara Superior Court Case No. 19CV345211; *Markham v. Quik Stop Markets, Inc.*, Santa Clara Superior Court Case No. 19CV341582; *Robert Jordan v. Mondelez Global, LLC*, San Bernardino County Superior Court Case No. CIVSB2202758; *Alexis Tristan v. American Homes 4 Rent, L.P.*, Los Angeles County Superior Court Case No. 23STCV17006; *Jose Valencia v. Sentinel Transportation, LLC*, Santa Barbara

1 Superior Court Case No. 22CV00951; and *In re Humano Wage and Hour Cases*, Judicial Council
2 Coordination Proceeding Case No. 5240.

3 51. More recently, I have served as lead trial counsel on a PAGA bench trial, in which
4 the plaintiff was the prevailing party.

5 **LITIGATION COSTS**

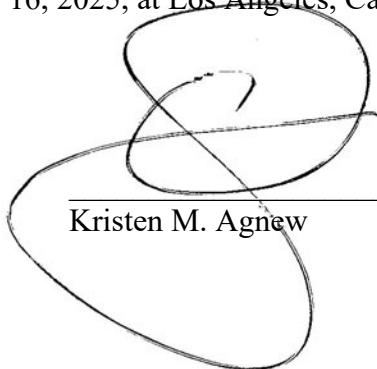
6 52. Diversity Law Group was retained based upon a contingency fee arrangement
7 wherein PAGA Counsel agreed to advance all costs and receive no fee unless a recovery was
8 accomplished. Specifically, had Plaintiffs failed to prevail in the matter, PAGA Counsel would
9 have spent a significant amount of time, money and other resources without any benefit or return.
10 For instance, Diversity Law Group has expended costs to file the instant action, effect service of
11 process, pay mediation fees and other litigation related costs. In addition, had Plaintiffs also failed
12 to prevail in the present cases, Defendants would have been able to seek costs in connection with
13 their defense of the case

14 53. To date, Diversity Law Group has incurred costs in the amount of \$7,962.05 for
15 litigation related expenses. Attached hereto as **Exhibit 3** is a true and correct copy of the cost
16 report.

17 **NOTICE TO LWDA**

18 54. On May 16, 2025, my office submitted a copy of the Motion to Approve the
19 Settlement Agreement and Settlement Agreement to the LWDA. Attached hereto as **Exhibit 4** is
20 a true and correct copy of the submission confirmation.

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct. Executed on May 16, 2025, at Los Angeles, California.

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Kristen M. Agnew

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EXHIBIT 1

POTTER HANDY LLP

Mark D. Potter (SBN 166317)
mark@potterhandy.com
James M. Treglio (SBN 228077)
jimt@potterhandy.com
100 Pine St., Ste 1250
San Francisco, CA 94111
(858) 375-7385
Fax: (888) 422-5191

Attorneys for Plaintiff Safaa Al Azzawi

SEYFARTH SHAW LLP

Brian Long (SBN 232746)
bplong@seyfarth.com
601 South Figueroa Street, Suite 3300
Los Angeles, California 90017-5793
Telephone: (213) 270-9600
Facsimile: (213) 270-9601

Attorneys for Defendants C-Store Services, Inc., Stations Service, Inc., Hassan & Sons, Inc.,
H&S Energy Products, LLC f/k/a Colonial Energy, LLC,
and H&S Energy, LLC

(Additional Counsel Listed on Following Page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

SAFAA AL AZZAWI, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

C-STORE SERVICES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: CIVSB2228712

(Assigned to the Hon. Tony Raphael, Dept. S36)

**JOINT STIPULATION OF SETTLEMENT
AND RELEASE UNDER THE PRIVATE
ATTORNEYS GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, ET SEQ.**

Action Filed: December 21, 2022

Trial Date: None

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Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Max W. Gavron (State Bar No. 291697)

DIVERSITY LAW GROUP, P.C.

515 S. Figueroa Street, Suite 1250

Los Angeles, CA 90071

(213) 488-6555

(213) 488-6554 facsimile

lwlee@diversitylaw.com

kagnew@diversitylaw.com

mgavron@diversitylaw.com

Attorneys for Plaintiff Justin Johnson

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (Cal. Bar No. 287811)

david@tomorrowlaw.com

Vedang J. Patel (Cal. Bar. No. 328647)

vedang@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Telephone: (310) 438-5555

Facsimile: (310) 300-1705

Attorneys for Plaintiff Teresa Bustos

JAMES HAWKINS APLC

James R. Hawkins, Esq. (#192925)

Gregory Mauro, Esq. (#222239)

Michael Calvo, Esq. (#314986)

Lauren Falk, Esq. (#316893)

Ava Issary, Esq. (#342252)

9880 Research Drive, Suite 200

Irvine, CA 92618

Tel.: (949) 387-7200

Fax: (949) 387-6676

James@jameshawkinsaplc.com

Greg@jameshawkinsaplc.com

Michael@jameshawkinsaplc.com

Lauren@jameshawkinsaplc.com

Ava@jameshawkinsaplc.com

Attorneys for Plaintiff Ruban Rosas

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This Joint Stipulation of Settlement and Release (“Agreement” or “Settlement”) under the Private Attorneys General Act, California Labor Code section 2698 *et seq.* (“PAGA”), is made by and between Justin Johnson, Safaa Al Azzawi, Teresa Bustos and Ruban Rosas (collectively, “Plaintiffs”), as individuals and as representatives on behalf of aggrieved employees and the State of California, and C-Store Services, Inc., Stations Service, Inc., Hassan & Sons, Inc., H&S Energy Products, LLC f/k/a Colonial Energy, LLC, and H&S Energy, LLC (collectively, “Defendants”). Plaintiffs and Defendants are collectively referred to herein as the “Parties” and may be individually referred to as a “Party.”

A. FACTUAL BACKGROUND

1.□ This Settlement is made and entered into by and between Plaintiffs and Defendants, and is subject to the terms and conditions hereof, and to the Court’s approval. The Parties expressly acknowledge that this Agreement is entered into solely for the purpose of compromising significantly disputed claims and that nothing herein is an admission of liability or wrongdoing by Defendants. Defendants deny that they are liable to Plaintiffs or the Aggrieved Employees and deny that they have violated any law.

2.□ On October 3, 2022, Justin Johnson (“Johnson”) filed a notice with the California Labor & Workforce Development Agency (“LWDA”) alleging that Defendant C-Store Services, Inc. (“Defendant”) violated Labor Code sections 201, 202, 203, 212, 213, 226, 226.7, and 512.

3.□ On October 12, 2022, Safaa Al Azzawi (“Al Azzawi”) filed a notice with the LWDA alleging that Defendant violated Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, and 1199.

4.□ On December 15, 2022, Teresa Bustos (“Bustos”) filed a notice with the LWDA alleging that Defendants violated Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5.

5.□ On December 19, 2022, Johnson filed a representative action complaint against Defendant for violation of California Labor Code section 2698, *et seq.* (the “Johnson Complaint”) in the matter of *Justin Johnson v. C-Store Services, Inc.*, Superior Court of

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California, County of Sacramento Case No. 34-2022-00331605 (“*Johnson Action*”). As set forth in the *Johnson* Complaint, Johnson seeks civil penalties predicated on Defendant’s alleged violation of Labor Code sections 201, 202, 203, 212, 213, 226, 226.7, and 512.

6.□ On December 21, 2022, Safaa Al Azzawi (“Al Azzawi”) filed a class and representative action complaint against Defendant for violation of California Labor Code section 2698, *et seq.* (the “*Al Azzawi Complaint*”) in the matter of *Safaa Al Azzawi v. C-Store Services, Inc.*, Superior Court of California, County of San Bernardino Case No. CIVSB2228712 (“*Al Azzawi Action*”). As set forth in the *Al Azzawi Complaint*, Al Azzawi seeks damages and penalties for Defendant’s alleged (1) violation of Labor Code sections 1194, 1194.2, and 1198; (2) violation of Labor Code section 226.7; (3) violation of Labor Code sections 226.7 and 512; (4) violation of Labor Code section 204; (5) violation of Labor Code sections 226 and 226.2; (6) violation of Labor Code sections 201-203; (7) violation of Labor Code sections 510, 1194, 1194.2 and 1198; (8) violation of Labor Code section 2699, *et seq.*; and (9) violation of Business and Professions Code section 17200, *et seq.*

7.□ On March 30, 2023, Bustos filed a representative action complaint against Defendants for violation of California Labor Code section 2698, *et seq.* (the “*Bustos Complaint*”) in the matter of *Teresa Bustos v. Stations Service, Inc. et. al.*, Superior Court of California, County of Orange Case No. 30-2023-01316183-CU-OE-CXC (“*Bustos Action*”). As set forth in the *Bustos Complaint*, Bustos seeks civil penalties predicated on Defendants’ alleged violation of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5.

8.□ On February 16, 2023, Defendant filed an answer denying all allegations in the *Johnson Action* and all claims of any wrongdoing whatsoever by Defendant or any of its parents, subsidiaries, affiliates, divisions, agents, servants, or employees for any claims.

9.□ On August 16, 2023, Defendant filed an answer denying all allegations in the *Al Azzawi Action* and all claims of any wrongdoing whatsoever by Defendant or any of its parents, subsidiaries, affiliates, divisions, agents, servants, or employees for any claims.

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10.□ On April 30, 2024, Ruban Rosas (“Rosas”) filed a representative action complaint against C-Store Services, Inc. and Hassan & Sons, Inc. for violation of California Labor Code section 2698, *et seq.* (the “Rosas Complaint”) in the matter of *Ruban Rosas v. C-Store Services, Inc. et. al.*, Superior Court of California, County of Placer Case No. S-CV-0052712. As set forth in the *Rosas Complaint*, Rosas seeks civil penalties predicated on defendants C-Store Services, Inc. and Hassan & Sons, Inc. alleged violations of Labor Code sections 201, 202, 203, 226, 246, 226.3, 226.7 and 2802.

11.□ Following litigation in the respective cases identified above, Johnson, Bustos, Al Azzawi and Defendants attended a global mediation on December 9, 2024, with neutral Christopher M. Barnes, Esq. After arm’s length negotiations during mediation and continuing discussions facilitated by Mr. Barnes post-mediation, the Parties reached a global settlement of the *Johnson Action*, *Al Azzawi Action*, and *Bustos Action*. The Parties agreed to resolve the actions collectively and seek approval in the *Al Azzawi Action*.

12.□ The Parties recognize the risk, expense, and delay in continuing the *Johnson Action*, *Al Azzawi Action*, and *Bustos Action*, and therefore believe the Settlement to be fair, reasonable, and adequate. Accordingly, the Parties desire to settle, compromise, and discharge all disputes and claims arising from or relating to the *Johnson Action*, *Al Azzawi Action*, and *Bustos Action*.

B. DEFINITIONS

1.□ “Action” or “Al Azzawi Action” means *Safaa Al Azzawi v. C-Store Services, Inc.*, filed on December 21, 2022, in the Superior Court of California, County of San Bernardino, Case No. CIVSB2228712, as amended.

2.□ “Agreement” or “Settlement” means this Joint Stipulation of Settlement and Release.

3.□ “Court” means the Superior Court of California, County of San Bernardino.

4.□ “Defendants” means C-Store Services, Inc., Stations Service, Inc., Hassan & Sons, Inc., H&S Energy Products, LLC f/k/a Colonial Energy, LLC, and H&S Energy, LLC.

5.□ “Defense Counsel” means Brian Long and Reiko Furuta of Seyfarth Shaw LLP.

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6.□ “Effective Date” means the date on which the Settlement is approved and the Court’s order approving the Settlement (“Judgment”) becomes final. The Court’s order and Judgment “becomes final” upon the later of the following: (a) if no timely objections are filed by the LWDA or if all objections are withdrawn, the date upon which the Court enters the Final Approval Order; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; and (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the Settlement.

7.□ “Gross Settlement Amount” means the total amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) to be paid by Defendants as provided by this Agreement to fully and finally settle, resolve, and conclude this Action, the *Johnson* Action, and the *Bustos* Action as to the Released Parties, as providing under this Agreement, without any admission of fault or liability. The Gross Settlement Amount includes all Individual Settlement Payments to PAGA Members, PAGA Payment to the LWDA, Service Awards to Plaintiffs, Settlement Administration Costs, and Attorneys’ Fees and Costs.

8.□ “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each PAGA Member.

9.□ “LWDA” means the California Labor and Workforce Development Agency.

10.□ “Net Settlement Amount” means the balance of the Gross Settlement Amount remaining after deduction of the approved Service Awards to Plaintiffs, Attorneys’ Fees and Costs, and Settlement Administration Costs.

11.□ “Operative Complaint” means the operative representative action complaint for violation of Labor Code section 2698, *et seq.*, to be filed by Plaintiffs in this Action to effectuate this Settlement, which includes Johnson, Bustos, Al Azzawi and Rosas as named plaintiffs and includes any defendants, claims and theories alleged in the *Johnson* Action, *Rosas* Action, and/or *Bustos* Action that were not already named or alleged in the *Al Azzawi* Action.

12.□ “PAGA Member(s)” means all current and former California non-exempt employees who worked for Defendants at any time from October 3, 2021, through January 24, 2025.

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1 13.□ “PAGA Payment” means the amount payable from the Net Settlement Amount to
2 the LWDA.

3 14.□ “PAGA Period” means the period of October 3, 2021, through January 24, 2025.

4 15.□ “Parties” means Plaintiffs and Defendants, together.

5 16.□ “Plaintiffs” mean Justin Johnson, Safaa Al Azzawi, Teresa Bustos and Ruban
6 Rosas, collectively.

7 17.□ “Plaintiffs’ Counsel” or “PAGA Counsel” means Larry W. Lee, Kristen M.
8 Agnew, and Max W. Gavron of Diversity Law Group, P.C.; Mark D. Potter and James M.
9 Treglio of Potter Handy LLP; David D. Bibiyan, and Vedang J. Patel of Bibiyan Law Group,
10 P.C.; and James Hawkins, Greg Mauro and Michael Calvo of James Hawkins APLC.

11 18.□ “Released PAGA Claims” means all claims alleged in the Operative Complaint
12 and for penalties under the California Private Attorneys’ General Act, including costs and
13 attorneys’ fees related thereto, predicated upon the claims and theories set forth in the Operative
14 Complaint, and included but not limited to violation of Labor Code sections 96, 98.6, 200, 201,
15 202, 203, 204, 204.1, 205, 205.5, 210, 212, 213, 216, 218, 218.6, 226, 226.2, 226.3, 226.7, 227.3,
16 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197,
17 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2802, and 2810.5, that accrued during the PAGA
18 Period.□

19 19.□ “Released Parties” means Defendants and any and all past and present and future
20 parents, affiliated companies, subsidiaries, divisions, predecessors, successors, subsidiaries, and
21 each of their respective past, present, and future parents, affiliated companies, subsidiaries,
22 corporations, limited liability companies, affiliates, divisions, predecessors, successors, partners,
23 joint venturers, shareholders, consultants, advisors, insurers, reinsurers and assigns and each of
24 their past, present and future officers, investors, shareholders, members, managers, owners,
25 partners, principals, fiduciaries, directors, executives, trustees, agents, employees, attorneys,
26 representatives, benefit plans sponsored or administered by the Released Parties, predecessors,
27 successors and assigns of each of the following, and any other persons or entities acting on
28 behalf of or in concert with any of the foregoing.

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20.□ “Service Award(s)” means the amount that the Court authorizes to be paid to each Plaintiff, in addition to their Individual Settlement Payments, in recognition of their efforts and the risks in assisting with the prosecution of the Action, *Johnson* Action, *Bustos* Action and *Rosas* Action. Subject to the Court granting approval of the Settlement, the Parties agree that each Plaintiff shall be paid up to Ten Thousand Dollars (\$10,000.00). The Service Awards will be paid from the Gross Settlement Amount. It is understood by Plaintiffs that the Court has final discretion in any Service Award.

21.□ “Settlement Administration Costs” means the fees and expenses reasonably incurred by the Settlement Administrator as a result of the procedures and processes expressly required for completion of the settlement and by this Agreement, which are estimated at Twenty-One Thousand Dollars (\$21,000.00). Any portion of the Settlement Administration Costs not used or approved by the Court shall be added to the Net Settlement Amount.

22.□ “Settlement Administrator” means Phoenix Class Action Settlement Administration Solutions.

C. TERMS OF AGREEMENT

1.□ Amended Complaint. After the execution of this Agreement, but before seeking Court approval of this Settlement, Plaintiffs will file a First Amended Representative Action Complaint (“Operative Complaint”) in this Action. The Operative Complaint will include all claims and allegations alleged in the Action, *Johnson* Action, *Rosas* Action, and *Bustos* Action, pursuant to the PAGA. The Operative Complaint will also add Johnson, Bustos, and Rosas as additional named plaintiffs. The Operative Complaint will exclude the class claims alleged in the *Al Azzawi* Complaint. Defendants will stipulate to the filing of the Operative Complaint after review and confirmation that the Operative Complaint complies with this Agreement. Defendants’ obligation to file an Answer to the Operative Complaint is stayed pending the approval hearing and will be mooted by the Court’s approval of this Agreement. Should the Settlement not be finally approved for whatever reason, the Parties agree that they will return to their original positions *ab initio* and the Parties agree the Operative Complaint will be withdrawn and all claims originally asserted in the Action, *Johnson* Action, *Rosas* Action, and

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Bustos Action will remain as they were prior to entering this Agreement.

2. □ Dismissal Without Prejudice of the *Johnson Action*, *Bustos Action*, and *Rosas Action*. Johnson, Bustos and Rosas agree to file a request for dismissal without prejudice of the *Johnson Action*, *Bustos Action* and *Rosas Action*, respectively, including any supporting papers required, prior to or concurrently with the filing of the Operative Complaint in this Action.

3. □ Settlement Consideration. Defendants shall pay the sum of the Gross Settlement Amount as specified in this Agreement, which shall be used to pay: (1) Individual Settlement Payments; (2) Attorneys' Fees and Costs; (3) Service Awards; (4) Settlement Administration Costs; and (5) PAGA Payment to the LWDA. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Payment shall be made to the Settlement Administrator for disbursement in accordance with the Court's order and judgment approving the PAGA Settlement.

4. □ Escalator Clause. The Gross Settlement Amount was calculated with, and is premised on, Defendants' representation that PAGA Members worked approximately 118,354 pay periods in California during the period of October 3, 2021, through December 10, 2024. If the final tally of pay periods worked by PAGA Members during the PAGA Period is ten percent (10%) or more than the estimate (*i.e.*, 130,189 or greater), then Defendants will have the option to either: (a) increase the Gross Settlement Amount in proportion to the increase in the number of pay periods above 10% (*e.g.*, a 12% increase in pay periods will result in a 2% increase in the Gross Settlement Amount), or (b) shorten the PAGA Period set forth herein in order to bring the total number of pay periods within the 10% buffer. Defendants shall also be responsible for any Settlement Administration Costs of this additional payment, which will not be deducted from the additional payment to the Gross Settlement Amount, but will be separately paid.

5. □ Funding of the Gross Settlement Amount. In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), within thirty (30) calendar days of the Effective Date, Defendants shall deposit the Gross Settlement Amount with the Settlement Administrator, who shall place that sum into a Qualified Settlement Fund ("QSF"). The QSF shall be an interest-bearing account

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1 established by the Settlement Administrator at a federally insured bank that is mutually
2 acceptable to the Parties and the Settlement Administrator. The funds in the QSF shall be
3 invested either in short-term U.S. Treasury securities with maturity dates of less than 90 days at
4 the time of deposit, or in an SEC-registered money market fund investing exclusively in U.S.
5 Treasury securities with average maturities of less than 90 days and rated AAA by Standard &
6 Poor's. The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under
7 Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1,
8 *et seq.*, and will be administered by the Settlement Administrator as such. With respect to the
9 QSF, the Settlement Administrator shall: (1) open and administer the Settlement Account in such
10 a manner as to qualify and maintain the qualification of the QSF as a "Qualified Settlement
11 Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1; (2) satisfy
12 all federal, state, and local income and other tax reporting, return, and filing requirements with
13 respect to the QSF, and any interest or other income earned by the QSF, and (3) satisfy out of the
14 QSF all (i) taxes (including any estimated taxes, interest, or penalties) with respect to the interest
15 or other interest earned by the QSF, and (ii) fees, expenses and costs incurred in connection with
16 the opening and administration of the QSF and the performance of its duties and functions as
17 described in this Agreement. The aforementioned taxes, fees, costs, and expenses shall be treated
18 as, and shall be, included in the costs of administering the QSF and as Settlement Administration
19 Costs. The Parties and the Settlement Administrator shall treat the QSF as coming into existence
20 as a Qualified Settlement Fund on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-
21 1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by
22 26 C.F.R. § 1.468B-1(j)(e)(ii). The Parties agree to cooperate with the Settlement Administrator
23 and one another to the extent reasonably necessary to carry out the provisions of this Section.

24 6.□ Allocation of the Net Settlement Amount. The Net Settlement Amount shall be
25 used to satisfy Individual Settlement Payments to PAGA Members and PAGA Payment to the
26 LWDA in accordance with the terms of this Agreement. The Net Settlement Amount is the
27 maximum amount that will be available for distribution to the LWDA and PAGA Members in
28 full satisfaction of the Released PAGA Claims. Pursuant to the PAGA, seventy-five percent

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(75%) of the Net Settlement Amount will be paid to the LWDA, and the remaining twenty-five percent (25%) will be paid to all PAGA Members.

7.□ Calculation of Individual Settlement Payments. The Settlement Administrator shall calculate the Individual Settlement Payments by dividing 25% of the Net Settlement Amount by the total number of pay periods worked by PAGA Members in a non-exempt position in the State of California during the PAGA Period. That value will then be multiplied by the number of pay periods worked by each respective PAGA Member in a non-exempt position in the State of California during the PAGA Period. PAGA Members are entitled to 100% of the Net Settlement Amount allocated to them.

8.□ Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments shall be allocated as 100% as penalties. The amount of payments shall be reported on an IRS Form 1099 (to the extent required by law) by the Settlement Administrator and shall not be subject to local, state, or federal tax withholdings.

9.□ No Credit Toward Benefit Plans. Payments to PAGA Members as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any PAGA Member may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any PAGA Member may be entitled under any benefit plans.

10.□ Service Awards. Defendants agree not to oppose or impede any application or motion by Plaintiffs for individual Service Awards in an amount up to Ten Thousand Dollars (\$10,000.00) each (collectively, \$40,000.00). The Service Awards shall be paid from the Gross Settlement Amount and shall be paid in addition to each Plaintiff's Individual Settlement Payment as a PAGA Member. It is understood by Plaintiffs that the Court has final discretion in any Service Award. The Settlement Administrator shall issue an IRS Form 1099 to each Plaintiff reflecting the Service Award. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their Service Awards and shall hold harmless Defendants from

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any claim or liability for taxes, penalties, or interest arising as a result of the Service Awards. Any portion of the Service Awards not awarded to Plaintiffs shall be added to the Net Settlement Amount and shall be distributed to PAGA Members and the LWDA as provided in this Agreement.

11. □ Attorneys' Fees and Costs. In full satisfaction of all claims that Plaintiffs may have for attorneys' fees, litigation costs, and expenses arising out of the Action, *Johnson* Action, and *Bustos* Action, Defendants agrees that PAGA Counsel may apply to the Court for an amount of reasonable attorneys' fees not to exceed one-third of the Gross Settlement Amount, or Five Hundred Thousand Dollars (\$500,000.00), and will request actual costs incurred, up to a maximum of Fifty Thousand Dollars (\$50,000.00) ("Attorneys' Fees and Costs"), pursuant to the PAGA, which provides for the recovery of attorneys' fees and costs and which shall be paid from the Gross Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to PAGA Counsel reflecting the awarded attorneys' fees, costs, and expenses. The Parties understand that the Court makes the final determination on the award of Attorneys' Fees and Costs, and that any portion of these amounts not awarded as Attorneys' Fees and Costs shall be added to the Net Settlement Amount and distributed to PAGA Members and the LWDA as provided in this Agreement.

12. □ Settlement Administration Costs. The Settlement Administrator shall be paid for the reasonable costs of administration of the Settlement from the Gross Settlement Amount, currently estimated at Twenty-One Thousand Dollars (\$21,000.00). These costs, which shall be paid from the Gross Settlement Amount, shall include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuance of Form 1099 IRS forms, establishing a Qualified Settlement Fund, administering and distributing the Gross Settlement Amount, and providing necessary reports and declarations. Any portion of the Settlement Administration Costs not allowed shall be added to the Net Settlement Amount and shall be distributed to PAGA Members and the LWDA as provided in this Agreement.

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D. ADMINISTRATION OF SETTLEMENT

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1 1.□ Approval of PAGA Settlement. Plaintiffs' Counsel shall request the entry of an
2 order granting approval of the Settlement, which shall include findings and orders: (i) approving
3 the Settlement, (ii) adjudging the terms to be fair, reasonable, and adequate and binding on the
4 State of California, (iii) reciting the release terms, (iv) directing that the Settlement's terms and
5 provisions be carried out; (v) entering final judgment in accordance with this Agreement and
6 without further fees or costs to any party except as expressly set forth in this Agreement; and (vi)
7 retaining jurisdiction to oversee administration and enforcement of the terms of this Agreement
8 and the Court's orders. Plaintiffs' motion shall be unopposed by Defendants, unless Plaintiffs'
9 approval motion seeks relief inconsistent with or not specified by this Agreement. In such event,
10 Defendants reserve the right to address any assertions that are not contained in this Agreement.

11 2.□ Settlement Administration. The Parties agree to cooperate in the administration of
12 the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
13 incurred in the administration of the Settlement. The Settlement Administrator shall provide the
14 following services:

- 15 a.□ Establish and maintain a Qualified Settlement Fund account;
16 b.□ Calculate the Individual Settlement Payment to be paid to each PAGA
17 Member in accordance with the terms and provisions of this Agreement;
18 c.□ Print and issue Individual Settlement Payment checks;
19 d.□ Verify the last known address for each PAGA Member through a
20 generally utilized, national address update database prior to mailing the Individual Settlement
21 Payment check;
22 e.□ Disburse any awards of costs and attorneys' fees and the Service Awards;
23 f.□ Prepare and issue 1099 Forms; and
24 g.□ Perform such other tasks necessary to effectuate the terms of this
25 Agreement or as the Parties mutually agree or the Court orders the Parties to perform.

26 3.□ Delivery of the PAGA Member List and Data. Within ten (10) calendar days after
27 the Effective Date, Defendants shall provide the Settlement Administrator with a Microsoft
28 Office Excel spreadsheet and shall include each PAGA Member's full name, employee number,

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most recent mailing address, Social Security number, and the number of pay periods worked by the employee in a non-exempt position in California during the PAGA Period.

4.□ Timing of Distribution. Within ten (10) calendar days after the payment of the entire Gross Settlement Amount, the Settlement Administrator will issue payments to: (a) PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and (d) Plaintiffs' Counsel. The Settlement Administrator will issue the appropriate tax forms for all payments issued under this Settlement.

5.□ Mailing Individual Settlement Payments to PAGA Members. The Settlement Administrator will issue each PAGA Member a check for his or her share of 25% of the Net Settlement Amount, along with an explanatory letter attached hereto as **Exhibit A**. Checks will remain negotiable for 180 days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. Funds represented by settlement checks that remained un-cashed for more than 180 days after issuance shall be paid out pursuant to California Code of Civil Procedure section 384 to the following *cy pres* recipient: Legal Aid at Work.

E. RELEASE OF CLAIMS

1.□ Release of Claims by PAGA Members. Upon the payment of the Gross Settlement Amount by Defendants, Plaintiffs and all PAGA Members, hereby do and shall be deemed to have fully and finally released and discharged the Released Parties from all Released PAGA Claims that arose during the PAGA Period, including any related claims for attorneys' fees, costs, or interest resulting therefrom. It is understood and agreed that this Agreement neither releases the Released Parties from liability, if any, to PAGA Members for violations of any predicate statutes other than PAGA, nor effects a waiver of claims by PAGA Members against the Released Parties for any individual wage and hour claims.

2.□ No Right to Opt-Out. The Parties agree there is no statutory right for any PAGA Member to opt out or otherwise exclude himself or herself from the Settlement.

3.□ General Release and Waiver of Claims by Plaintiffs Justin Johnson, Ruban Rosas and Safaa Al Azzawi. As a condition to obtaining the Service Awards provided for herein,

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Johnson, Rosas, and Al Azzawi (on behalf of themselves and their respective spouses, heirs, executors, administrators, trustees, and/or permitted assigns) also agree to a general release of any and all claims against the Released Parties – which shall include without limitation any and all claims which in any way relate to their employment with Defendants or termination thereof, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Operative Complaint or not, including but not limited to any claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor Code, or any Industrial Welfare Commission Wage Order – now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof. Johnson, Rosas and Al Azzawi further expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides: “**A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.**”

4.□ General Release and Waiver of Claims by Plaintiff Teresa Bustos. As a condition to obtaining the Service Award provided for herein, Bustos (on behalf of herself and her spouse, heirs, executors, administrators, trustees, and/or permitted assigns) also agrees to a general release of any and all claims against the Released Parties now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof. Bustos further expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides: “**A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor or released party.**”

4.1.□ The foregoing general release and waiver of claims by Teresa Bustos expressly excludes Bustos’ pending claims under the California Fair Employment and Housing

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Act against Defendants.

5. ☐ No Additional Attorneys' Fees or Costs. The Parties agree to bear their own attorneys' fees and costs related to this Action or the Actions, except as specifically provided in this Agreement with respect to Attorneys' Fees and Costs.

F. MISCELLANEOUS

1. ☐ Tax Liability. Defendants, Defense Counsel, the Settlement Administrator, and Plaintiffs' Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and PAGA Members are not relying on any statement, representation, or calculation by Defendants, Defense Counsel, Plaintiffs' Counsel, or by the Settlement Administrator in this regard. Plaintiffs and PAGA Members understand and agree that they will be solely responsible for the payment of any and all taxes and penalties assessed on their respective payments described herein and will defend, indemnify, and hold Defendants, Defense Counsel, Plaintiffs' Counsel and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable penalties/damages.

2. ☐ Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON

□

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1 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR
2 TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
3 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
4 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
5 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
6 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
7 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
8 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
9 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
10 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
11 AGREEMENT.

12 3.□ No Prior Assignments. The Parties and their counsel represent, covenant, and
13 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
14 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
15 demand, action, cause of action or right herein released and discharged. None of the rights,
16 commitments, or obligations recognized under this Agreement may be assigned by any Party,
17 Plaintiffs' Counsel, or Defense Counsel without the express written consent of each Party.
18 Plaintiffs expressly warrant that Plaintiffs have not transferred to any person or entity any right
19 or cause of action, or claim released by this Agreement.

20 4.□ Nullification of Agreement. In the event that: (i) the Court does not approve the
21 Settlement as provided herein; or (ii) the Settlement does not become final for any other reason,
22 then this Settlement Agreement, and any documents generated to bring it into effect, will be null
23 and void, and the Parties will be returned to their original respective positions.

24 5.□ Continued Jurisdiction. After entry of the Judgment, the Court will have
25 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
26 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Court
27 approval matters as may be appropriate under court rules or as set forth in this Settlement.

28 □□ Entire Agreement. This Agreement and its exhibits constitute the entirety of the

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agreement between the Parties related to the Settlement, and no other prior or contemporaneous written or oral agreements, warranties and/or inducements may be deemed binding on the Parties.□

7.□ Amendment or Modification. This Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

8.□ Authorization to Enter Into Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance of neutral Christopher M. Barnes, Esq. to resolve such disagreement.

9.□ Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

10.□ California Law Governs. All terms of this Agreement and **Exhibit A** will be governed by and interpreted according to the laws of the State of California.

11.□ Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument, provided that counsel for the Parties will exchange among themselves original signed counterparts.

12.□ Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations. The Parties further acknowledge that they are

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each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

13.□ Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable. If any provision of this Agreement is or becomes invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not be affected.

14.□ Captions. The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

15.□ Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

16.□ Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any enforcement actions. The Parties agree this is enforceable pursuant to Code of Civil Procedure § 664.6.

17.□ Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Agreement.

18.□ Representation by Counsel. The Parties acknowledge that they have been

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represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full.

19.□ Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

20.□ Denial of Liability. The Parties expressly recognize that the making of this Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith, including, without limitation, by Defendants should any Party seek relief against any of the Released Parties on any Released PAGA Claims.

21.□ Use and Return of Documents and Data. All originals, copies, and summaries of documents and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendants the destruction of all such documents and data.

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DATED: 4/18/2025

PLAINTIFF JUSTIN JOHNSON

Signed by:
Justin Johnson

745A078F40A0417...
Plaintiff Justin Johnson

DATED:

PLAINTIFF SAFAA AL AZZAWI

Plaintiff Safaa Al Azzawi

DATED:

PLAINTIFF TERESA BUSTOS

Plaintiff Teresa Bustos

DATED:

PLAINTIFF RUBAN ROSAS

Plaintiff Ruban Rosas

DATED:

DEFENDANT C-STORE SERVICES, INC.

Please Print Name of Authorized Signatory

1 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly authorized
2 representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily
3 and with a full understanding of its consequences.

4
5 DATED: _____

PLAINTIFF JUSTIN JOHNSON

6
7 _____
8 Plaintiff Justin Johnson

9 DATED: 04/24/2025

PLAINTIFF SAFAA AL AZZAWI

10 *Safaa al Azzawi*

11 9BF744923C1306F53916A10A9A3AECFB

readysign

12 _____
13 Plaintiff Safaa Al Azzawi

14 DATED: _____

PLAINTIFF TERESA BUSTOS

15
16 _____
17 Plaintiff Teresa Bustos

18 DATED: _____

PLAINTIFF RUBAN ROSAS

19
20 _____
21 Plaintiff Ruban Rosas

22 DATED: _____

DEFENDANT C-STORE SERVICES, INC.

23
24 _____
25 _____
26 Please Print Name of Authorized Signatory
27
28

1 **IN WITNESS WHEREOF**, the undersigned Settling Parties and their duly authorized
2 representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily
3 and with a full understanding of its consequences.

4
5 DATED: _____

PLAINTIFF JUSTIN JOHNSON

6
7 _____
8 Plaintiff Justin Johnson

9 DATED: _____

PLAINTIFF SAFAA AL AZZAWI

10
11 _____
12 Plaintiff Safaa Al Azzawi

13 DATED: 04/24/2025

PLAINTIFF TERESA BUSTOS

14
15 
16 Teresa Bustos (Apr 24, 2025 15:53 PDT)
17 Plaintiff Teresa Bustos

18 DATED: _____

PLAINTIFF RUBAN ROSAS

19
20 _____
21 Plaintiff Ruban Rosas

22 DATED: _____

DEFENDANT C-STORE SERVICES, INC.

23
24 _____
25 Please Print Name of Authorized Signatory
26
27
28

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DATED: _____

PLAINTIFF JUSTIN JOHNSON

Plaintiff Justin Johnson

DATED: _____

PLAINTIFF SAFAA AL AZZAWI

Plaintiff Safaa Al Azzawi

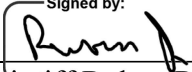
DATED: _____

PLAINTIFF TERESA BUSTOS

Plaintiff Teresa Bustos

DATED: 4/29/2025

PLAINTIFF RUBAN ROSAS

Signed by: 

Plaintiff Ruban Rosas

DATED: _____

DEFENDANT C-STORE SERVICES, INC.

Please Print Name of Authorized Signatory

□

□

IN WITNESS WHEREOF, the undersigned Settling Parties and their duly authorized representatives accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

DATED: _____

PLAINTIFF JUSTIN JOHNSON

Plaintiff Justin Johnson

DATED: _____

PLAINTIFF SAFAA AL AZZAWI

Plaintiff Safaa Al Azzawi

DATED: _____

PLAINTIFF TERESA BUSTOS

Plaintiff Teresa Bustos

DATED: _____

PLAINTIFF RUBAN ROSAS

Plaintiff Ruban Rosas

DATED: 5/7/2025 _____

DEFENDANT C-STORE SERVICES, INC.

DocuSigned by:



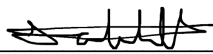
F4576AF9F6364B7...

Salaheddin Hassan

Please Print Name of Authorized Signatory

DATED: 5/7/2025

DEFENDANT STATIONS SERVICE, INC.

DocuSigned by:

F4576AF9F6364B7...

Salaheddin Hassan

Please Print Name of Authorized Signatory

DATED: 5/7/2025

DEFENDANT HASSAN & SONS, INC.

DocuSigned by:

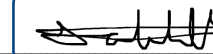
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Salaheddin Hassan

Please Print Name of Authorized Signatory

DATED: 5/7/2025

**DEFENDANT H&S ENERGY PRODUCTS,
LLC formerly known as COLONIAL ENERGY,
LLC**

DocuSigned by:

F4576AF9F6364B7...

Salaheddin Hassan

Please Print Name of Authorized Signatory

DATED: 5/7/2025

DEFENDANT H&S ENERGY, LLC

DocuSigned by:

F4576AF9F6364B7...

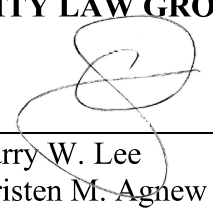
Salaheddin Hassan

Please Print Name of Authorized Signatory

APPROVED AND ACKNOWLEDGED

DATED: 4/23/2025

DIVERSITY LAW GROUP, P.C.



Larry W. Lee

Kristen M. Agnew

Max W. Gavron

Attorneys for Plaintiff Justin Johnson

DATED: _____

POTTER HANDY LLP

Mark D. Potter

James M. Treglio

Attorneys for Plaintiff Safaa Al Azzawi

DATED: _____

BIBIYAN LAW GROUP, P.C.

David B. Bibiyan

Vedang J. Patel

Attorneys for Plaintiff Teresa Bustos

DATED: _____

JAMES HAWKINS APLC

Greg Mauro

Attorneys for Plaintiff Ruban Rosas

DATED: _____

SEYFARTH SHAW LLP

Brian Long

Attorneys for Defendants C-Store Services,
Inc., Stations Service, Inc., Hassan & Sons, Inc.,
H&S Energy Products, LLC f/k/a Colonial Energy,
LLC, and H&S Energy, LLC

APPROVED AND ACKNOWLEDGED

DATED: _____

DIVERSITY LAW GROUP, P.C.

Larry W. Lee

Kristen M. Agnew

Max W. Gavron

Attorneys for Plaintiff Justin Johnson

DATED: 04/24/2025

POTTER HANDY LLP

James M. Treglio

E66D4686FB3D25DD70C737C7645D4A67

readysign

Mark D. Potter

James M. Treglio

Attorneys for Plaintiff Safaa Al Azzawi

DATED: _____

BIBIYAN LAW GROUP, P.C.

David B. Bibiyan

Vedang J. Patel

Attorneys for Plaintiff Teresa Bustos

DATED: _____

JAMES HAWKINS APLC

Greg Mauro

Attorneys for Plaintiff Ruban Rosas

DATED: _____

SEYFARTH SHAW LLP

Brian Long

Attorneys for Defendants C-Store Services,
Inc., Stations Service, Inc., Hassan & Sons, Inc.,
H&S Energy Products, LLC f/k/a Colonial Energy,
LLC, and H&S Energy, LLC

APPROVED AND ACKNOWLEDGED

DATED: _____

DIVERSITY LAW GROUP, P.C.

Larry W. Lee
Kristen M. Agnew
Max W. Gavron
Attorneys for Plaintiff Justin Johnson

DATED: _____

POTTER HANDY LLP

Mark D. Potter
James M. Treglio
Attorneys for Plaintiff Safaa Al Azzawi

DATED: _____

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel

David B. Bibiyan
Vedang J. Patel
Attorneys for Plaintiff Teresa Bustos

DATED: _____

JAMES HAWKINS APLC

Greg Mauro
Attorneys for Plaintiff Ruban Rosas

DATED: _____

SEYFARTH SHAW LLP

Brian Long
Attorneys for Defendants C-Store Services,
Inc., Stations Service, Inc., Hassan & Sons, Inc.,
H&S Energy Products, LLC f/k/a Colonial Energy,
LLC, and H&S Energy, LLC

APPROVED AND ACKNOWLEDGED

DATED: _____

DIVERSITY LAW GROUP, P.C.

Larry W. Lee

Kristen M. Agnew

Max W. Gavron

Attorneys for Plaintiff Justin Johnson

DATED: _____

POTTER HANDY LLP

Mark D. Potter

James M. Treglio

Attorneys for Plaintiff Safaa Al Azzawi

DATED: _____

BIBIYAN LAW GROUP, P.C.

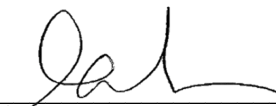
David B. Bibiyan

Vedang J. Patel

Attorneys for Plaintiff Teresa Bustos

DATED: 4/29/2025

JAMES HAWKINS APLC



Greg Mauro

Attorneys for Plaintiff Ruban Rosas

DATED: _____

SEYFARTH SHAW LLP

Brian Long

Attorneys for Defendants C-Store Services,
Inc., Stations Service, Inc., Hassan & Sons, Inc.,
H&S Energy Products, LLC f/k/a Colonial Energy,
LLC, and H&S Energy, LLC

APPROVED AND ACKNOWLEDGED

DATED: _____

DIVERSITY LAW GROUP, P.C.

Larry W. Lee

Kristen M. Agnew

Max W. Gavron

Attorneys for Plaintiff Justin Johnson

DATED: _____

POTTER HANDY LLP

Mark D. Potter

James M. Treglio

Attorneys for Plaintiff Safaa Al Azzawi

DATED: _____

BIBIYAN LAW GROUP, P.C.

David B. Bibiyan

Vedang J. Patel

Attorneys for Plaintiff Teresa Bustos

DATED: _____

JAMES HAWKINS APLC

Greg Mauro

Attorneys for Plaintiff Ruban Rosas

DATED: 5/7/2025

SEYFARTH SHAW LLP

Signed by:



Brian Long

Attorneys for Defendants C-Store Services,
Inc., Stations Service, Inc., Hassan & Sons, Inc.,
H&S Energy Products, LLC f/k/a Colonial Energy,
LLC, and H&S Energy, LLC

□
□

EXHIBIT A

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: *Safaa Al Azzawi v. C-Store Services, Inc, et al.*
Superior Court of California, County of San Bernardino Case No. CIVSB2228712

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Safaa Al Azzawi v. C-Store Services, Inc.*, Superior Court of California, County of San Bernardino Case No. CIVSB2228712 (the “Action”).

Safaa Al Azzawi, Justin Johnson, Teresa Bustos and Ruban Rosas (together, “Named Plaintiffs”) filed the Action against C-Store Services, Inc., Stations Service, Inc., Hassan & Sons, Inc., H&S Energy Products, LLC f/k/a Colonial Energy, LLC, and H&S Energy, LLC (collectively, “Defendants”) pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Named Plaintiffs brought the Action on behalf of the State of California and all current and former California non-exempt employees who worked for Defendants at any time from October 3, 2021, through January 24, 2025. You have been identified as one of the individuals on whose behalf the case was brought.

The Named Plaintiffs in the Action claimed that Defendants owed penalties under PAGA for alleged violations of the California Labor Code.

The Court has not ruled on the merits of the lawsuit, but it has approved the settlement amount the parties agreed to. The settlement provides for a cash payment by Defendants in the amount of \$1,500,000.00 (“Gross Settlement Amount”). After deducting the service award to each Plaintiff (\$30,000.00 total), attorneys’ fees (\$500,000.00), actual litigation costs (\$) and the Settlement Administrator’s costs (\$21,000.00) from the Gross Settlement Amount, the remaining balance represents the Net Settlement Amount.

The Court has approved a Net Settlement Amount in the amount of \$. By statute, seventy-five percent (75%) of the Net Settlement Amount (or \$) is paid to the State of California’s Labor and Workforce Development Agency. The remaining twenty-five percent (25%) (or \$) will be paid to the individuals who were allegedly affected by the Labor Code violations at issue in the case. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

You are not a party to this lawsuit, but you and the government will be bound by the judgment in this matter as to civil penalties. As such, you will be giving up or “releasing” Defendants from all PAGA claims predicated on the alleged violation of Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 204.1, 205, 205.5, 210, 212, 213, 216, 218, 218.6, 226, 226.2,

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226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2699, 2802, and 2810.5, that accrued during period of October 3, 2021, through January 24, 2025.

Defendants maintain that they complied with the requirements of the California Labor Code and deny that they owe any penalties. In agreeing to this settlement, Defendants do not admit that they are liable in any way to current or former employees.

Should you have any questions regarding the settlement, the contact information for the attorneys representing the Named Plaintiffs is listed below.

POTTER HANDY LLP
Mark D. Potter
James M. Treglio
100 Pine Street, Suite 1250
San Francisco, CA 94111
(858) 375-7385
mark@potterhandy.com
jimt@potterhandy.com

DIVERSITY LAW GROUP, P.C.
Larry W. Lee
Kristen M. Agnew
Max W. Gavron
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
lwlee@diversitylaw.com
kagnew@diversitylaw.com
mgavron@diversitylaw.com

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan
Jeffrey D. Klein
Felipe Gomez
8484 Wilshire Blvd., Suite 500
Beverly Hills, CA 90211
Telephone: (310) 438-5555
david@tomorrowlaw.com
jeff@tomorrowlaw.com
felipe@tomorrowlaw.com □

Sincerely,

[NAME AND TITLE OF SIGNATORY]

EXHIBIT 2

JUSTIN JOHNSON
c/o DIVERSITY LAW GROUP, P.C.
515. S. Figueroa St., Suite 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

October 3, 2022

VIA ON-LINE FILING WITH LWDA AND CERTIFIED MAIL, RETURN RECEIPT
REQUESTED TO EMPLOYER

California Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
PAGA@dir.ca.gov

Re: *Johnson v. C-Store Services, Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of the claims asserted on behalf of myself and all similarly aggrieved employees against my employer, C-Store Services, Inc. (the "Company"). Specifically, I allege that the Company:

1. ☐ Violated Labor Code sections 226.7 and 512 by failing to provide me and other aggrieved employees off-duty meal and rest periods. Specifically, employees are not free to leave the premises/workplace during meal/rest periods. The Company requires me and other aggrieved employees to assist customers during meal/rest periods. Further as a result of such violations, the Company violated Labor Code sections 201, 202, 203 by not paying employees all of their wages upon separation of employment due to the unpaid meal/rest break premiums and Labor Code section 226(a) as the net/gross wages earned shown on the wage statements were inaccurate due to the wage violations set forth above.

2. ☐ Violated Labor Code sections 201, 202, 203, 212 and 213 by issuing paycards as payment of wages to me and other aggrieved employees, without our authorization or consent and which were not negotiable and payable in cash, on demand, and without discount at established businesses in the State of California. When paying wages off-cycle and/or wages to separating employees, the Company issued employees wages in the form of a paycard as the only method of wage payment, and without obtaining our authorization or consent, and which required employees to incur fees to use, was not fully cashable, and not usable at all financial institutions. As a result of such violations, the Company failed to pay all wages upon the separation of employment to aggrieved employees as a result of the fees incurred with the use of the paycards.

The address for the Company is:
C-Store Services, Inc.
2860 N. Santiago Blvd.
Orange, CA 92867

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

Justin Johnson

cc: C-Store Services, Inc. (by certified mail)

EXHIBIT 3



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10118
Invoice Date 05/15/2025
Terms Upon Receipt
Due Date 05/15/2025
PO #

Details - Johnson, Justin v. C-Store Services, Inc. (10049.001)

Expenses

Category	Date	Expense Code	Description	Amount (\$)
	10/31/2022	Photocopies	PhotocopiesPhotocopies	0.50
	10/31/2022	E108 Postage	PostagePostage	6.57
	12/19/2022	Attorney Service	Attorney Service - ComplaintAttorney Service - Complaint	1645.49
	01/04/2023	Attorney Service	Attorney Service - Amended Civil Case	96.99
	01/19/2023	Attorney Service	Attorney Service - Complaint Service	80.99
	02/09/2023	Attorney Service	Attorney Service - POSAttorney Service - POS	61.24
	08/15/2023	Attorney Service	Attorney Service - Joint CMSAttorney Service - Joint CMS	99.49
	12/20/2023	Attorney Service	Attorney Service - Joint CMSAttorney Service - Joint CMS	97.99
	01/19/2024	E112 Court fees	ACE E Filing - Notice of Dept Relocation	13.70
	02/01/2024	E112 Court fees	ACE E Filing - Joint CMSACE E Filing - Joint CMS	13.70
	12/13/2023	E106 Online research	ResearchResearch	7.99
	12/13/2023	E106 Online research	ResearchResearch	18.00
	08/09/2024	E112 Court fees	ACE E Filing - Joint CMSACE E Filing - Joint CMS	13.70
	11/19/2024	E121 Arbitrators/mediators	Barnes Dispute Resolution Mediation	3000.00
	11/30/2024	E108 Postage	PostagePostage	0.69



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10118
Invoice Date 05/15/2025
Terms Upon Receipt
Due Date 05/15/2025
PO #

Category	Date	Expense Code	Description	Amount (\$)
	12/23/2024	E119 Experts	Berger Consulting GroupBerger Consulting Group	2665.00
	01/06/2025	E112 Court fees	ACE E Filing - Joint CMSACE E Filing - Joint CMS	15.25
	10/03/2022	E112 Court fees	LWDALWDA	75.00
Postage and delivery	12/31/2024		Postage	0.69
E111 Meals	12/10/2024		Meal	33.82
Court Fees	03/13/2025		ACE E Filing - Joint CMS (Filing ID 11791346)	15.25
Subtotal:				\$7,962.05
Total:				\$7,962.05

EXHIBIT 4