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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SHASTA

STEPHANIE SWAIN, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

MARUTI WVRVL OIL INC, a California
Corporation;
MARUTI EAST AVE INC, a California
Corporation;
MARUTI FILLING STATION INC, a California
Corporation;
MARUTI GAS PLUS INC, a California
Corporation;
MARUTI MAGALIA INC, a California
Corporation;
MARUTI OROVILLE INC, a California
Corporation;
MARUTI PARK AVE INC, a California
Corporation;
MARUTI PLACERVILLE INC, a California
Corporation;
MARUTI PLACER OIL CORP, a California
Corporation;

Case No. 23CV-0202166

CLASS ACTION

Assigned for all purposes to the
Hon. Benjamin L. Hanna (Dept. 63)

**AMENDED JOINT STIPULATION RE
CLASS ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

Complaint Filed: May 8, 2023
FAC Filed: July 18, 2023
Doe Amendment: June 25, 2025
Trial Date: Not Set

MARUTI QUINCY INC, a California Corporation;
MARUTI RED BLUFF INC, a California
Corporation;
MARUTI SHASTA LAKE LLC, a California
Limited Liability Company;
MARUTI SHINGLE TOWN INC, a California
Corporation;
MARUTI SUSANVILLE CORP, a California
Corporation;
MARUTI ANDERSON LLC, California
Limited Liability Company;
MARUTI CASCADE LLC, a California
Limited Liability Company;
MARUTI CHURN CREEK LLC, a California
Limited Liability Company;
MARUTI COTTONWOOD LLC, a California
Limited Liability Company;
MARUTI CRUZ THRU LLC, a California Limited
Liability Company;
MARUTI HARTNELL LLC, a California Limited
Liability Company;
MARUTI SUSANVILLE LLC, a California Limited
Liability Company;
MARUTI WESTWOOD LLC, a California Limited
Liability Company;
MARUTI I-5 COTTONWOOD LLC, a California
Limited Liability Company;
MARUTI 4TH ST COTTONWOOD LLC, a
California Limited Liability Company;
JAGDEEP SINGH RANDHAWA, an individual;
PRABHJOT SINGH RANDHAWA, an individual;
MARUTI MAIN LLC, a California Limited Liability
Company;
MARUTI ELKO INC, a California Corporation;
WEED MARUTI CORP, a California Corporation;
YREKA MARUTI CORP, a California Corporation;
SISKIYOU MARUTI CORP, a California
Corporation;
MARUTI MOUNTAIN OIL LLC, a California
Limited Liability Company;
MARUTI ENERGY LLC, a California Limited
Liability Company;
DEVELOPMENT MARUTI LLC, a California
Limited Liability Company;
DAMANDEEP RANDHAWA, an individual;
MEHAKDEEP RANDHAWA, an individual;
and DOES 12 through 100, inclusive,

Defendants.

1 Plaintiff Stephanie Swain (hereinafter “Plaintiff”) and Defendants MARUTI WVRVL OIL
2 INC, MARUTI EAST AVE INC, JAGDEEP SINGH RANDHAWA, and PRABHJOT SINGH
3 RANDHAWA (hereinafter, the “Settling Defendants”) (collectively, “the Parties”) hereby enter into
4 the following Amended Joint Stipulation Re Class Action Settlement and Release of Claims.

5 **STIPULATION**

6 **A. DEFINITIONS**

7 1. “Action” means the civil action pending in the Superior Court of the State of California,
8 County of Shasta, titled *STEPHANIE SWAIN v. MARUTI WVRVL OIL INC, et al.*, Case No. 23CV-
9 0202166.

10 2. “Class Counsel” means Alexander I. Dychter and S. Adam Spiewak with Dychter Law
11 Offices, APC and Walter L. Haines and Peggy J. Reali with United Employees Law Group, PC.

12 3. “Class Members” means all non-exempt hourly employees who, at any time between
13 May 8, 2019 and September 18, 2025, worked for the Named Defendants in California at one or more
14 of the gasoline stations and/or convenience store locations owned or operated by Named Defendants.

15 4. “Class Period” means from May 8, 2019 to September 18, 2025.

16 5. “Class Representative” and “Plaintiff” mean Stephanie Swain.

17 6. “Court” means the Superior Court of the State of California, County of Shasta.

18 7. “Named Defendants” means MARUTI WVRVL OIL INC, MARUTI EAST AVE INC,
19 MARUTI FILLING STATION INC, MARUTI GAS PLUS INC, MARUTI MAGALIA INC,
20 MARUTI OROVILLE INC, MARUTI PARK AVE INC, MARUTI PLACERVILLE INC, MARUTI
21 PLACER OIL CORP, MARUTI QUINCY INC, MARUTI RED BLUFF INC, MARUTI SHASTA
22 LAKE LLC, MARUTI SHINGLE TOWN INC, MARUTI SUSANVILLE CORP, MARUTI
23 ANDERSON LLC, MARUTI CASCADE LLC, MARUTI CHURN CREEK LLC, MARUTI
24 COTTONWOOD LLC, MARUTI CRUZ THRU LLC, MARUTI HARTNELL LLC, MARUTI
25 SUSANVILLE LLC, MARUTI WESTWOOD LLC, MARUTI I-5 COTTONWOOD LLC, MARUTI
26 4TH ST COTTONWOOD LLC, JAGDEEP SINGH RANDHAWA, PRABHJOT SINGH
27 RANDHAWA, MARUTI MAIN LLC, MARUTI ELKO INC, WEED MARUTI CORP, YREKA
28 MARUTI CORP, SISKIYOU MARUTI CORP, MARUTI MOUNTAIN OIL LLC, MARUTI

ENERGY LLC, DEVELOPMENT MARUTI LLC, DAMANDEEP RANDHAWA, and
MEHAKDEEP RANDHAWA.

8. “Settling Defendants” means MARUTI WVRVL OIL INC, MARUTI EAST AVE INC,
JAGDEEP SINGH RANDHAWA, and PRABHJOT SINGH RANDHAWA.

9. “Non-Settling Defendants” means MARUTI FILLING STATION INC, MARUTI GAS
PLUS INC, MARUTI MAGALIA INC, MARUTI OROVILLE INC, MARUTI PARK AVE INC,
MARUTI PLACERVILLE INC, MARUTI PLACER OIL CORP, MARUTI QUINCY INC, MARUTI
RED BLUFF INC, MARUTI SHASTA LAKE LLC, MARUTI SHINGLE TOWN INC, MARUTI
SUSANVILLE CORP, MARUTI ANDERSON LLC, MARUTI CASCADE LLC, MARUTI CHURN
CREEK LLC, MARUTI COTTONWOOD LLC, MARUTI CRUZ THRU LLC, MARUTI
HARTNELL LLC, MARUTI SUSANVILLE LLC, MARUTI WESTWOOD LLC, MARUTI I-5
COTTONWOOD LLC, MARUTI 4TH ST COTTONWOOD LLC, MARUTI MAIN LLC, MARUTI
ELKO INC, WEED MARUTI CORP, YREKA MARUTI CORP, SISKIYOU MARUTI CORP,
MARUTI MOUNTAIN OIL LLC, MARUTI ENERGY LLC, DEVELOPMENT MARUTI LLC,
DAMANDEEP RANDHAWA, and MEHAKDEEP RANDHAWA.

10. “Effective Date” means the latest of the following: (a) if no Class Member objects to the
Settlement, or all objections to the Settlement by Class Members are withdrawn before the Court rules
on Plaintiff’s motion for final approval of the Settlement, the date the Court grants final approval of the
Settlement; (b) if a Class Member objects to the Settlement, the date for giving timely notice of an
intent to file a motion to vacate the judgment granting final approval to the Settlement has passed
without a timely notice of intent to file a motion to vacate the judgment having been given; (c) if a
Class Member objects to the Settlement and gives timely notice of an intent to file a motion to vacate
the judgment granting final approval to the Settlement, the latest of the following: i) the last day for a
motion to vacate the judgment granting final approval to the Settlement to be heard in a timely manner
without the motion having been yet heard; ii) if a timely heard motion to vacate the judgment granting
final approval to the Settlement is denied, the latest of the following: (A) the date for seeking appellate
review of the Court’s denial of the motion to vacate the judgment has passed without a timely appeal;
(B) the date a timely appeal from the Court’s denial of the motion to vacate the judgment is voluntarily

1 dismissed; or (C) the date the California Court of Appeals or the California Supreme Court has
2 rendered a final ruling on a Class Member's appeal from the Court's order denying a motion to vacate
3 the judgment which affirms the Court's final approval of the Settlement without material modification;
4 iii) if a timely heard motion to vacate the judgment granting final approval to the Settlement is granted,
5 the date the California Court of Appeals or the California Supreme Court has rendered a final ruling on
6 Plaintiff's appeal from the Court's order granting a motion to vacate the judgment which reverses the
7 Court's order vacating the judgment and affirms the Court's final approval of the Settlement without
8 material modification.

9 11. "Gross Settlement Amount" means the amount of ONE MILLION NINE HUNDRED
10 FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,950,000.00), to be paid by Settling
11 Defendants in two (2) installments of \$975,000.00 each. **Installment #1** shall be paid by Settling
12 Defendants to the Settlement Administrator on or before July 15, 2026. **Installment # 2** shall be paid
13 by Settling Defendants to the Settlement Administrator on or before May 15, 2027. The Gross
14 Settlement Amount shall include the following: 1) the cost of settlement administration (not to exceed
15 \$25,000); 2) the amount of attorney's fees (not to exceed \$650,000) awarded to Class Counsel and
16 litigation costs (not to exceed \$50,000) awarded to Class Counsel; 3) the amount of Service Payment
17 (not to exceed \$10,000) awarded to Plaintiff; 4) the Labor & Workforce Development Agency
18 ("LWDA") Payment under the Private Attorneys General Act of 2004 (hereinafter, the "PAGA"), in the
19 amount of \$60,000; 5) the PAGA Payments in the total amount of \$20,000 to PAGA Aggrieved
20 Employees; and 6) payment of the Net Settlement Amount to Class Members who do not timely
21 exclude themselves from the Settlement. The Gross Settlement Amount does not include the
22 employers' share of payroll taxes on the portion of the Net Settlement Amount paid to Participating
23 Class Members and allocated to wages, which Settling Defendants shall pay separately from and in
24 addition to the Gross Settlement Amount, as directed by the Settlement Administrator.

25 12. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining
26 after deductions are made for the cost of settlement administration, the amount of attorney's fees and
27 litigation costs awarded to Class Counsel, the amount of Service Payment awarded to Plaintiff, the
28 LWDA Payment, and the PAGA Payments to PAGA Employees.

1 13. “Notice” means the Notice of Class Action Settlement in both English and Spanish,
2 substantially in the form attached as **Exhibit A**, to be mailed out by the Settlement Administrator to
3 Class Members.

4 14. “LWDA Payment” means the amount of \$60,000, payable to the Labor Workforce &
5 Development Agency under PAGA.

6 15. “Operative Complaint” means the most recently amended version of the pleading, filed
7 on Plaintiff’s behalf in the Action.

8 16. “PAGA Employee(s)” means all non-exempt hourly employees who, at any time
9 between May 8, 2022 and September 18, 2025, worked for Named Defendants in California at one or
10 more of the gasoline stations and/or convenience store locations owned or operated by Defendant(s).

11 17. “PAGA Payments” means the total amount of \$20,000, to be distributed to PAGA
12 Employees.

13 18. “PAGA Period” means from May 8, 2022 to September 18, 2025.

14 19. “Participating Class Members” means all Class Members who do not timely and
15 appropriately opt-out of this Settlement.

16 20. “Release of Class Claims” means the release of class action claims, upon final approval
17 of the Settlement, by Class Members who do not request exclusion from the Settlement, as set forth in
18 paragraph E.1, below.

19 21. “Release of PAGA Claims” means the release of PAGA claims, upon final approval of
20 the Settlement, by PAGA Employees, as set forth in paragraph E.2, below.

21 22. “Released Parties” means Settling Defendants, each of their respective past, present and
22 future direct and indirect parent organizations, subsidiaries, divisions, and affiliated entities, and their
23 and each such parent organization, subsidiary, division, and affiliated entity’s shareholders, members,
24 partners, officers, directors, trustees, administrators, fiduciaries, executors, attorneys (including, but
25 not limited to, Defense Counsel), employees, insurers, reinsurers or agents, and their successors and
26 assigns, individually and in their official capacities.

27 23. “Service Payment” means the payment to Plaintiff for initiating the Action and
28 providing services in support of the Action.

1 24. “Settlement” or “Agreement” means this Amended Joint Stipulation Re Class Action
2 Settlement and Release of Claims.

3 25. “Settlement Administrator” means Phoenix Settlement Administrators (“PSA”), who
4 will perform the duties of: (i) conducting address traces to locate Class Members, as necessary; (ii)
5 preparing, translating into Spanish, and mailing the Notice of Class Action Settlement, in both English
6 and Spanish; (iii) tracking requests for exclusion; (iv) responding to Class Member inquiries and/or
7 challenges to their allocated share based on any disputed pay period determination; (v) calculating the
8 distribution shares payable to Class Members; (vi) distributing all payments required by the Settlement
9 via two (2) separate settlement distributions; (vii) tax calculation and reporting, in connection with the
10 Settlement in two calendar years, including but not limited to both the employers’ and employees’
11 shares of taxes on the wage portion of the settlement, which shall be withheld and paid by the
12 Settlement Administrator or the settlement fund entity established by the Settlement Administrator for
13 purposes of effectuating this Settlement Agreement and the disbursement of funds accordingly; and
14 (viii) any other duties necessary for administration of the Settlement.

15 **B. RECITALS**

16 1. Plaintiff commenced the Action on May 8, 2023. In the original complaint, Plaintiff
17 asserted causes of action denominated: Failure to Pay Straight-Time and Overtime Wages, Failure to
18 Pay Minimum Wage, Failure to Provide Compliant Meal Periods, Failure to Authorize and Permit
19 Compliant Rest Periods, Failure to Provide Accurate Wage Statements, Failure to Pay All Wages Owed
20 Upon Separation, and Violation of the Unfair Competition Law. On July 18, 2023, Plaintiff filed the
21 First Amended Complaint (“FAC”) which added a cause of action for civil penalties under the PAGA.
22 On June 25, 2025, Plaintiff filed an Amendment to identify DOE Defendants, which, in combination
23 with the FAC, became the Operative Complaint.

24 2. Class Counsel have conducted a thorough investigation into the facts of this case,
25 including propounding substantial formal written discovery (which required seeking judicial
26 intervention in the form of multiple motions to compel), reviewing and analyzing of relevant
27 documents and data (*i.e.* time-punch and pay data) obtained from Named Defendants, interviewing
28 numerous Class Members after receiving contact information from Named Defendants via formal

1 discovery, taking the deposition of a key agent of Named Defendants, researching the applicable law
2 and potential defenses, and analyzing financial data and documents for Named Defendants. Class
3 Counsel also prepared a substantive mediation brief and engaged a data analysis consultant to provide
4 calculations in service of the damage model, in connection with mediation and settlement discussions.
5 Based on their investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair,
6 reasonable, and adequate, and is in the best interest of the Class Members, considering all known facts
7 and circumstances, including Named Defendants' potential defenses and concerns regarding Named
8 Defendants' financial status and lack of liquidity. Settling Defendants agree that the Settlement is fair,
9 reasonable, and adequate.

10 3. The Parties participated in two (2) private mediation sessions before the Hon. Justice
11 James Lambden [*Ret.*], on August 28, 2025 and September 15, 2025. At the conclusion of the two
12 mediation sessions, which entailed lengthy arms-length negotiations resulting in an impasse, the
13 mediator made a "mediator's proposal," which both Parties accepted several days thereafter, once
14 concerns regarding a realistic schedule for the installment payments could be resolved. The Parties
15 thereafter negotiated additional settlement details and executed this formal Agreement.

16 4. The Parties agree that this Agreement is for settlement purposes only and if, for any
17 reason, the Settlement is not approved, this Agreement will be of no force or effect. In such event,
18 nothing in the Agreement shall be used or construed by or against any Party as a determination,
19 admission, or concession of any issue of law or fact in the Action; and the Parties do not waive, and
20 instead expressly reserve, their respective rights with respect to the prosecution and defense of this
21 Action as if this Agreement never existed.

22 5. The Parties agree that the Action shall remain *stayed* against the Non-Settling
23 Defendants pending entry of an Order Granting Final Approval of the Settlement. Subject to paragraph
24 (F)(4), *infra.*, at the time of Final Approval, Plaintiff shall move for an order dismissing the Settling
25 Defendants from the Action *with prejudice* and the Non-Settling Defendants from the Action *without*
26 *prejudice*.

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1 **C. TERMS OF SETTLEMENT**

2 1. **Gross Settlement Amount:** Settling Defendants shall pay the Gross Settlement Amount
3 of ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS
4 (\$1,950,000.00) in two (2) equal installments of \$975,000.00 each. **Installment #1** shall be paid by
5 Settling Defendants to the Settlement Administrator via wire transfer on or before July 15, 2026.
6 **Installment #2** shall be paid by Settling Defendants to the Settlement Administrator via wire transfer
7 on or before May 15, 2027. The Gross Settlement Amount shall pay for the following: 1) the cost of
8 settlement administration (not to exceed \$20,000) which shall be paid in two equal installments at the
9 time of each distribution to the Class Members; 2) the amount of attorney's fees (not to exceed
10 \$650,000) awarded to Class Counsel which shall be paid in two (2) equal installments at the time of
11 each distribution to the Class Members; 3) the amount of litigation costs (not to exceed \$50,000)
12 awarded to Class Counsel which shall be paid in-full at the time of the first distribution to the Class
13 Members; 4) the amount of Service Payment (not to exceed \$10,000) awarded to Plaintiff which shall
14 be paid in-full at the time of the first distribution to the Class Members; 5) the LWDA Payment in the
15 amount of \$60,000 which shall be paid in-full at the time of the second distribution to the Class
16 Members; 6) the PAGA Payments in the total amount of \$20,000 to PAGA Employees which shall be
17 paid in-full at the time of the second distribution to the Class Members; and 7) payment of the Net
18 Settlement Amount to the Participating Class Members to be paid in two (2) equal installments at the
19 time of both the first and second distributions. The Gross Settlement Amount does not include the
20 employer's share of payroll taxes on the portion of the Net Settlement Amount paid to Participating
21 Class Members and allocated to wages, which Settling Defendants shall pay separately from the Gross
22 Settlement Amount as calculated by the Settlement Administrator.

23 2. **Service Payment to Class Representative:** Settling Defendants will not oppose
24 Plaintiff's request to the Court for an award of up to TEN THOUSAND DOLLARS AND ZERO
25 CENTS (\$10,000.00) in addition to any payment she may otherwise receive as a Participating Class
26 Member and PAGA Employee. The Settlement Administrator will issue to Plaintiff an IRS Form 1099
27 for her Service Payment. The Service Payment shall be paid in-full with the first distribution.

28 ///

1 3. Distribution to Class Members: The Net Settlement Amount shall be distributed to
2 Participating Class Members on a *pro rata* basis based on the number of pay periods they worked for
3 Named Defendants during the Class Period. The payments to Participating Class Members shall occur
4 in approximately equal shares via the two (2) separate distributions in approximately July 2026 and
5 May 2027, though the Settlement Administrator along with Class Counsel shall have the discretion to
6 include full payment in the first distribution to any Class Members whose share amounts to no more
7 than fifty dollars (\$50), to streamline the process and reduce settlement administrative costs. Prior to
8 the second distribution mailing, the Settlement Administrator shall conduct a second National Change
9 of Address (“NCOA”) search of Participating Class Members to update the mailing addresses of any
10 individual who may have moved between the time of the first distribution and the second distribution.
11 Participating Class Members shall also be advised in the Notice to provide updated information to the
12 Settlement Administrator in the event of any relocation.

13 4. Distribution to PAGA Employees: The amount of \$20,000 shall be distributed to PAGA
14 Employees on a *pro rata* basis based on the number of pay periods they worked for Named Defendants
15 during the PAGA Period. The distribution to PAGA Employees shall occur as part of the second
16 distribution.

17 5. Non-Reversionary; Cy Pres: The settlement is completely non-reversionary and the
18 entire Net Settlement Amount shall be distributed to Participating Class Members. In the event that
19 any settlement check(s) issued to Participating Class Members or PAGA Employees are not cashed or
20 deposited within ninety (90) days after the second distribution mailing, the checks shall become null
21 and void and any funds remaining from such uncashed checks shall be donated to the Legal Services of
22 Northern California (“LSNC”). In the event the Court does not approve of the designated *cy pres*, the
23 Parties agree to mutually select an alternative *cy pres*, subject to approval from the Court, and/or to
24 allow the Court to identify an acceptable *cy pres*, without the need of executing a fully-revised
25 Agreement.

26 6. Tax Allocation of Class Member Distributions: For tax purposes, payments of
27 settlement benefits to Participating Class Members from the Net Settlement Amount will be treated as
28 follows: 10% shall be allocated to wages and 90% shall be allocated to interest and penalties. PAGA

1 Payments to PAGA Employees shall be allocated 100% to penalties. The Settlement Administrator
2 shall be responsible for issuing Participating Class Members an IRS Form W-2 with respect to the
3 portion of settlement benefits allocated to wages. To the extent required by law, the Settlement
4 Administrator shall be responsible for issuing PAGA Employees and Participating Class Members an
5 IRS Form 1099 with respect to the portion of settlement benefits and/or PAGA Payments allocated to
6 interest and/or penalties.

7 7. Funding and Distribution Dates: Within three (3) business days after the Effective Date,
8 the Settlement Administrator shall notify Settling Defendants of the total amount of funds needed for
9 making all payments required under the Settlement. Settling Defendants shall remit via wire transfer
10 to the Settlement Administrator on or before July 15, 2026 the funds needed for distribution one to
11 occur and on or before May 15, 2027 for distribution two to occur. The Settlement Administrator shall
12 make all payments required under the Settlement as soon as practicable after receipt of the settlement
13 funds from Settling Defendants (but no later than five (5) business days after receipt of the settlement
14 funds).

15 **D. NOTICE, EXCLUSION AND OBJECTION PROCEDURES**

16 1. Within ten (10) business days following the Court's entry of an Order Granting
17 Preliminary Approval of the Settlement, Settling Defendants shall provide to the Settlement
18 Administrator a database or spreadsheet listing the full name, last known home mailing address, and
19 social security number for each Class Member and PAGA Employee (the "Class List"). The Class List
20 shall indicate either (a) their respective dates of employment with Named Defendants and/or (b) the
21 number of pay periods each Class Member worked during the Class Period and the number of pay
22 periods each PAGA Employee worked during the PAGA Period in order for the Settlement
23 Administrator to make the necessary calculations to allocate the proceeds.

24 2. Within seven (7) calendar days after receiving the Class List from Settling Defendants,
25 the Settlement Administrator shall (a) provide a summary to both Settling Defendants' Counsel and
26 Class Counsel, indicating the approximate anticipated allocation of the Net Settlement Fund and (b)
27 send a Notice (in both English and Spanish) to each Class Member by U.S. first class mail in the form
28 attached as **Exhibit A**.

1 3. The Settlement Administrator shall use reasonable standard skip tracing devices as
2 necessary to verify the accuracy of all addresses before the initial mailing date to ensure that the Notice
3 is sent to all Class Members at the addresses most likely to result in immediate receipt of those
4 documents. It shall be conclusively presumed that any Notice so mailed and not returned as
5 undeliverable within fifteen (15) calendar days of the mailing shall have been received by the Class
6 Member. With respect to any returned Notices, the Settlement Administrator shall use reasonable
7 diligence to obtain a current address and re-mail to such address.

8 4. Class Members shall have sixty (60) calendar days from the initial mailing of the Notice
9 by the Settlement Administrator, as evidenced by the postmark date, to request exclusion (*i.e.* opt-out)
10 from the Settlement by submitting a request in writing to the Settlement Administrator, signed and
11 dated by the Class Member, to be excluded from the Settlement. If any disputes about the validity or
12 timeliness of any request for exclusion arise, the Parties shall meet and confer and shall have full
13 discretion to resolve any dispute by mutual agreement. If the Parties cannot resolve the dispute, the
14 Court shall make a final and binding determination as to whether the request for exclusion shall be
15 deemed valid.

16 5. Class Members who submit a timely and valid request for exclusion (*i.e.* opt-out) from
17 the Settlement will not be bound by the Release of Class Action Claims under the Settlement and will
18 not be entitled to receive any settlement benefits payable to them as Class Members under the
19 Settlement.

20 6. PAGA Employees, whether or not they submit a timely and valid request as Class
21 Members for exclusion from the Settlement, will be bound by the Release of PAGA Claims under the
22 Settlement and will be entitled to receive their prorated share of the PAGA Payments under the
23 Settlement.

24 7. Class Members shall have sixty (60) calendar days from the initial mailing of the Notice
25 Packet by the Settlement Administrator, as evidenced by the postmark date, to submit any objections to
26 the Settlement and advise of their desire to appear at the Final Fairness Hearing. The Class Notice
27 shall include specific instructions to Class Members for submitting objections, which must be sent in
28 writing to the Settlement Administrator and/or to Class Counsel, as indicated in the Class Notice.

1 8. Class Members and PAGA Employees shall have sixty (60) calendar days from the
2 initial mailing of the Notice Packet by the Settlement Administrator, as evidenced by the postmark
3 date, to submit any challenges to the number of pay periods used to determine their allocation of the
4 Net Settlement Amount and/or the PAGA Payments, which shall be presented to the Settlement
5 Administrator with any evidence supporting the Class Member's challenge, as indicated in the Class
6 Notice.

7 **E. RELEASE OF CLAIMS**

8 1. Release of Class Action Claims: Each Participating Class Member shall, upon the
9 Effective Date, be deemed to have released the Released Parties from any and all claims, rights,
10 demands, liabilities and causes of action under California law that they have had, now have, or may
11 have in the future for any acts occurring during the Class Period that were pled in the Operative
12 Complaint or could have been pled based on the factual allegations in the Operative Complaint
13 regarding violations of the California Labor Code suffered by Participating Class Members during
14 their employment at a gas station and/or convenience store owned or operated by Named Defendants,
15 including but not limited to all claims for unpaid minimum wages, unpaid straight-time wages, unpaid
16 overtime wages, failure to provide meal or rest periods, civil penalties under Labor Code Section 226,
17 statutory penalties under Labor Code Section 203, interest, costs and attorney's fees. This Release of
18 Class Action Claims does not include the release of any claims for civil penalties under the PAGA.

19 2. Release of PAGA Claims: Each PAGA Employee shall, upon the Effective Date, be
20 deemed to have released the Released Parties, from any and all claims, rights, demands, liabilities and
21 causes of action for civil penalties under the PAGA that they have had, now have, or may have in the
22 future against the Released Parties for any acts occurring during the PAGA Period that were pled in the
23 Operative Complaint or could have been pled based on the factual allegations in the Operative
24 Complaint or the Notice Letter Plaintiff submitted to the LWDA regarding violations of the California
25 Labor Code suffered by Participating Class Members during their employment at a gas station and/or
26 convenience store owned or operated by Named Defendants. This Release of PAGA Claims does not
27 include the release of any claims for the underlying violations of the Labor Code upon which
28 Plaintiff's PAGA claims are based.

1 3. General Release of All Claims by Plaintiff:

2 3.1 Scope of Release: In exchange for receipt of a Service Payment, Plaintiff, on
3 behalf of Plaintiff and Plaintiff's heirs, executors, administrators, successors, and assigns knowingly
4 and voluntarily releases and forever discharges the Released Parties, jointly and severally, of and from
5 any and all claims, known and unknown, asserted or unasserted, that Plaintiff has or may have against
6 the Released Parties as of the date of execution of this Agreement, including, but not limited to, any
7 alleged violations of the following, as amended: Title VII of the Civil Rights Act of 1964; Sections
8 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security
9 Act of 1974 ("ERISA"); the Internal Revenue Code of 1986; the Immigration Reform and Control Act;
10 the Americans with Disabilities Act of 1990; the Worker Adjustment and Retraining Notification Act;
11 the Fair Credit Reporting Act; the Family and Medical Leave Act; the Equal Pay Act; the Genetic
12 Information Nondiscrimination Act of 2008; the Age Discrimination in Employment Act of 1967
13 ("ADEA"); the Uniformed Services Employment and Reemployment Rights Act of 1994
14 ("USERRA"); Families First Coronavirus Response Act; the Pregnant Worker's Fairness Act
15 ("PWFA"); California Family Rights Act – Cal. Gov't Code § 12945.2; California Fair Employment
16 and Housing Act – Cal. Gov't Code § 12900 *et seq.*; California Unruh Civil Rights Act – Cal. Civ.
17 Code § 51 *et seq.*; statutory Provisions Regarding the Confidentiality of AIDS Information – Cal.
18 Health & Safety Code § 120775 *et seq.*; California Confidentiality of Medical Information Act – Cal.
19 Civ. Code § 56 *et seq.*; California Parental Leave Law – Cal. Lab. Code § 230.7 *et seq.*; California
20 Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394; the California Occupational Safety and
21 Health Act, as amended, and any applicable regulations thereunder; the California Consumer Credit
22 Reporting Agencies Act – Cal. Civ. Code § 1785 *et seq.*; California Investigative Consumer Reporting
23 Agencies Act – Cal. Civ. Code § 1786 *et seq.*; those provisions of the California Labor Code that
24 lawfully may be released; any other federal, state or local law, rule, regulation, or ordinance; any
25 public policy, contract, tort, or common law; or any basis for recovering costs, fees, or other expenses
26 including attorneys' fees incurred in these matters. Plaintiff may not submit a request for exclusion or
27 objection to the Settlement and any such submission will be disregarded by the Settlement
28 Administrator.

1 3.2 Claims Not Released: Plaintiff is not waiving any rights Plaintiff may have to:
2 (i) benefits or rights to seek benefits under applicable workers' compensation (except as to claims
3 under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (ii)
4 pursue claims that by law cannot be waived by signing this Agreement; or (iii) enforce this Agreement.

5 3.3 Waiver of Civil Code Section 1542: To effect a full and complete general
6 release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of
7 Section 1542 of the Civil Code of the State of California and does so understanding and
8 acknowledging the significance and consequence of specifically waiving Section 1542. Section 1542
9 of the Civil Code of the State of California states as follows:

10 **A general release does not extend to claims that the creditor or releasing party does**
11 **not know or suspect to exist in his or her favor at the time of executing the release,**
12 **and that if known by him or her, would have materially affected his or her**
13 **settlement with the debtor or released party.**

14 4. Additional Attorney's Fees Released by Class Counsel: In consideration for an award
15 of attorney's fees and costs in accordance with this Settlement, Class Counsel irrevocably and forever
16 waives any and all claims to any further attorney's fees and costs in connection with the Action.

17 **F. COURT APPROVAL**

18 1. Plaintiff shall promptly move the Court for the entry of an Order Granting Preliminary
19 Approval of the Settlement.

20 2. In accordance with the Court's Order Granting Preliminary Approval of the Settlement,
21 Plaintiff, after the Settlement Administrator has mailed the Notice to Class Members and the time for
22 Class Members to request exclusion from or make an objection to the Settlement has expired, shall
23 move the Court for the entry of an Order Granting Final Approval of the Settlement.

24 3. This Settlement shall not take effect until the Court has entered an Order Granting Final
25 Approval of the Settlement and that Order has become final after any objections to the Settlement or
26 any appeals from an order denying a motion to vacate the judgment granting final approval of the
27 Settlement have been resolved. If the Court does not grant final approval of the Settlement, the
28 judgment granting final approval of the Settlement is vacated and the order vacating the judgment is

upheld on appeal, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review of an order denying a motion to vacate the judgment, then this Settlement will become null and void. If that occurs, the Parties will have no further obligations under the Settlement, including any obligation by Settling Defendants to pay the Gross Settlement Amount or any amounts that otherwise would have been owed under this Settlement. However, should this occur, the Parties agree that Settling Defendants shall be responsible, jointly and severally, for the Settlement Administrator's reasonable administration costs through that date. An award by the Court of a lesser amount than sought by Plaintiff and Class Counsel for attorney's fees, costs or a Service Payment to Plaintiff, will not constitute a material modification to the Settlement within the meaning of this paragraph.

4. Upon final approval of the Settlement, the Parties shall present to the Court a proposed Final Approval Order and Judgment, approving the Settlement and entering final judgment in accordance therewith. After entry of final judgment, the Court shall have continuing jurisdiction over the Action for purposes of: (1) enforcing this Agreement; (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under Court rules and applicable law, including but not limited to CCP § 664.6.

5. The Parties agree to waive appeals from the Court's order granting final approval of the Settlement with the following exceptions: (1) the Parties may appeal if the Court materially modifies the Settlement; and (2) Plaintiff may appeal if the Court awards attorney's fees or costs in an amount less than requested by Plaintiff. Any appeal with respect to the amount of attorney's fees or costs shall not affect the finality of the Settlement in any other regard or delay the payment of settlement benefits to Class Members or the payment of administration costs to the Settlement Administrator. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceeding, or post-judgment proceeding.

G. SETTLING DEFENDANTS' RIGHT OF RECISSION

1. In the event that Class Members representing more than an aggregate total of fifteen percent (15%) of the total number of Class Members or who are assigned more than an aggregate total of fifteen percent (15%) of the Net Settlement Amount, whichever is greater, elect to exclude

1 themselves from this Agreement, Settling Defendants will have the unilateral right to void this
2 Agreement within forty (45) calendar days from the initial mailing of the Notice by the Settlement
3 Administrator, as evidenced by the postmark date to request exclusion (*i.e.* opt-out) from the
4 Settlement.

5 2. In the event Settling Defendants timely exercise their right to void this Agreement,
6 Settling Defendants shall be responsible, jointly and severally, for the payment to the Settlement
7 Administrator of all costs reasonably incurred by that date.

8 **H. MISCELLANEOUS**

9 1. The respective signatories to the Settlement represent that they are fully authorized to
10 enter into this Settlement and bind the respective Parties to its terms and conditions.

11 2. The Parties agree to cooperate fully with each other to accomplish the terms of this
12 Settlement, including but not limited to, execution of such documents and to take such other action as
13 may reasonably be necessary to implement the terms of the Settlement. The Parties shall use their best
14 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
15 necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement.

16 3. The Parties represent, covenant, and warrant that they have not directly or indirectly,
17 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity
18 any portion of any liability, claim, demand, action, cause of action, or right released and discharged in
19 this Settlement.

20 4. Nothing contained in this Settlement shall be construed or deemed an admission of
21 liability, culpability, negligence, or wrongdoing on the part of Settling Defendants. Each of the Parties
22 has entered into this Settlement with the intention to avoid further disputes and litigation with the
23 attendant inconvenience and expenses. This Settlement is a settlement document and shall be
24 inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or
25 enforce its terms.

26 5. This Settlement may be executed in counterparts, and when each party has signed at
27 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with
28 other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and

1 effective as to all Parties.

2 6. Until the filing of a motion for preliminary approval, the terms of the Settlement shall
3 remain confidential and any remarks about this Settlement shall be limited to a statement to the effect
4 that the Parties have reached a settlement in principle subject to court approval. This confidentiality
5 clause extends to the Parties' use of social media that people often use to communicate during their
6 daily lives, such as Twitter/X, Facebook, blogs, and the like. This confidentiality clause, however,
7 shall not operate to restrict the ability of Class Counsel to communicate with any Class Member about
8 the fact or terms of this Settlement and shall neither restrict the ability of attorneys for Settling
9 Defendants to communicate with Named Defendants' employees about the fact or terms of this
10 Settlement.

11 **IT IS SO AGREED.**

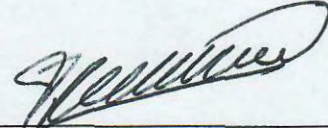
12
13 Dated: 02/26/2026


Stephanie Swain (Feb 26, 2026 14:36:40 PST)

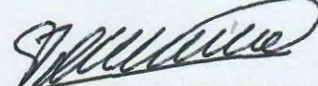
Stephanie Swain
Plaintiff

15 **IT IS SO AGREED.**

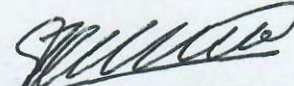
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17 Dated: 3/2/26


Jagdeep Singh Randhawa
President
For Defendant MARUTI WVRVL OIL INC

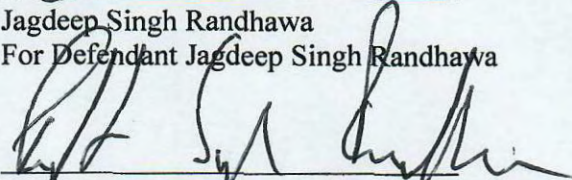
20
21 Dated: 3/2/26


Jagdeep Singh Randhawa
President
For Defendant MARUTI EAST AVE INC

23
24 Dated: 3/2/26


Jagdeep Singh Randhawa
For Defendant Jagdeep Singh Randhawa

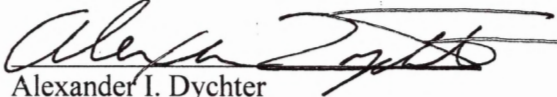
26
27 Dated: 3/2/26


Prabhjot Singh Randhawa
For Defendant Prabhjot Singh Randhawa

1 AGREE AS TO FORM.

2
3 Dated: 2/26/2026

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

5 By: 
6 Alexander I. Dychter
7 Walter L. Haines
8 Attorneys for Plaintiff and the Putative Class

9 Dated: 3/2/2026

SWANSON LAW OFFICE

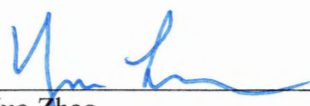
10 By: 
11 Yue Zhao
12 Attorneys for Settling Defendants
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EXHIBIT “A”

NOTICE OF CLASS ACTION SETTLEMENT

Stephanie Swain v. Maruti WVRVL Oil Inc, et al.
Superior Court of California - County of Shasta
(Case No. 23CV-0202166)

This Notice provides important information about a proposed settlement in the above-referenced class and representative action lawsuit (the “Action”). The Action was brought in 2023 by Stephanie Swain (“Plaintiff”) against a group of thirty-six Defendants¹ who own and/or operate gas stations and convenience stores in California. (collectively referred to as the “**Named Defendants**”).

Four of these Named Defendants, *MARUTI WVRVL OIL, INC*; *MARUTI EAST AVE INC*; *JAGDEEP SINGH RANDHAWA*, and *PRABHJOT SINGH RANDHAWA*, have agreed to enter into a class and representative action settlement with Plaintiff (collectively referred to as the “**Settling Defendants**”). Only these four Settling Defendants are participating in and funding this Settlement, although the Settlement covers all non-exempt employees who worked for any of the **Named Defendants** during the applicable Class Period described below.

The Notice explains your options and right to participate in or exclude yourself from the settlement of the Class Action Claims. Please be assured that regardless of which option you exercise, Class Members will not face retaliation for participating in the lawsuit.

A. Summary Of The Claims

Plaintiff asserts claims on behalf of herself and other hourly, non-exempt employees who worked in California at the Named Defendants gasoline stations and/or convenience store locations (the “Class Members”) at any time between May 8, 2019 and September 18, 2025 (the “Class Period”). Plaintiff contends that the Named Defendants violated the California Labor Code by failing to:

- pay Class Members all the minimum, straight-time and overtime wages owed to them;
- provide Class Members compliant meal periods and rest periods;
- provide Class Members accurate wage statements; and
- pay Class Members all final wages owed upon separation of employment.

Plaintiff seeks to recover unpaid wages, penalties, interest, costs of suit, and attorneys’ fees.

¹ The full list of “**Named Defendants**” in the Action that employed Class Members is: MARUTI WVRVL OIL INC, MARUTI EAST AVE INC, MARUTI FILLING STATION INC, MARUTI GAS PLUS INC, MARUTI MAGALIA INC, MARUTI OROVILLE INC, MARUTI PARK AVE INC, MARUTI PLACERVILLE INC, MARUTI PLACER OIL CORP, MARUTI QUINCY INC, MARUTI RED BLUFF INC, MARUTI SHASTA LAKE LLC, MARUTI SHINGLE TOWN INC, MARUTI SUSANVILLE CORP, MARUTI ANDERSON LLC, MARUTI CASCADE LLC, MARUTI CHURN CREEK LLC, MARUTI COTTONWOOD LLC, MARUTI CRUZ THRU LLC, MARUTI HARTNELL LLC, MARUTI SUSANVILLE LLC, MARUTI WESTWOOD LLC, MARUTI I-5 COTTONWOOD LLC, MARUTI 4TH ST COTTONWOOD LLC, JAGDEEP SINGH RANDHAWA, PRABHJOT SINGH RANDHAWA, MARUTI MAIN LLC, MARUTI ELKO INC, WEED MARUTI CORP, YREKA MARUTI CORP, SISKIYOU MARUTI CORP, MARUTI MOUNTAIN OIL LLC, MARUTI ENERGY LLC, DEVELOPMENT MARUTI LLC, DAMANDEEP RANDHAWA, and MEHAKDEEP RANDHAWA (collectively the “**Named Defendants**”).

The Settling Defendants deny all of the allegations against them in the Action, maintain that they complied with all labor laws, and contend that, except for the purposes of settlement, the claims in the Action may not be pursued as a class action. The Court has not decided whether or not Named Defendants violated any laws or whether any person is entitled to any damages or other relief.

B. Why You Are Receiving This Notice

On [REDACTED], 2026, the Shasta County Superior Court (the “Court”) preliminarily approved a settlement of the Action on behalf of all Class Members. According to Named Defendants’ records, there were approximately [REDACTED] Class Members as of September 18, 2025 and you are one of those individuals. Because you are a Class Member, you have the right to participate in, object to, or exclude yourself from the settlement of the Class Action Claims.

C. The Terms Of The Settlement

The Settling Defendants have agreed to pay the Gross Settlement Amount of ONE MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS (\$1,950,000.00) in exchange for a release of the claims that were asserted in the Action or could have been asserted based on the factual allegations in the operative Complaint filed in the Action. The Gross Settlement Amount will be paid by Settling Defendants in two (2) equal installments of \$975,000 on or before July 15, 2026 (Installment #1) and on or before May 15, 2027 (Installment #2). Payments to be made from the Gross Settlement Amount include: 1) the cost of settlement administration (not to exceed \$25,000); 2) the amount of attorney’s fees (not to exceed \$650,000) and litigation costs (not to exceed \$50,000) awarded to Class Counsel; 3) the amount of a Service Payment awarded to Plaintiff (not to exceed \$10,000); 4) a payment of \$60,000 to the California Labor & Workforce Development Agency for penalties under the Private Attorneys General Act (“PAGA”); 5) a payment of \$20,000 to be divided on a *pro rata* basis among all Class Members who worked for Named Defendants in California at any time between May 8, 2022 and September 18, 2025 (the “PAGA Employees”) for penalties under the PAGA; and 6) the Net Settlement Amount, to be divided on a *pro rata* basis among all Participating Class Members (*i.e.*, those Class Members who do not exclude themselves from the Settlement).

It is estimated that, after deducting the above expenses from the Gross Settlement Amount, the Net Settlement Amount of approximately \$[REDACTED] will be available for distribution among Participating Class Members. Each Participating Class Member shall receive a *pro rata* share of the Net Settlement Amount based on the number of payperiods they worked for Named Defendants during the Class Period. Approximately half of your respective share of the Net Settlement Amount will be paid at the time of Distribution #1 (in July or August of 2026) and the other half at the time of Distribution #2 (in May or June of 2027).

Meanwhile, based on your dates of employment, you [are/are not] also a PAGA Employee. If you are a PAGA Employee, all of your potential claims against Named Defendants under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) that arose during the PAGA Period will be released upon the effective date, regardless of whether you opt to exclude yourself from the settlement of the Class Action Claims. If you are an eligible PAGA Employee, your *pro rata* share of the PAGA-related allocation will be paid at the time of Distribution #2, regardless of whether you elect to be a Participating Class Member, as described in Section D.1, below.

D. Summary Of Your Options For Participation In The Action

1. Participate in the Settlement

To receive your share of the Net Settlement Amount, **you need not do anything**. As long as you do not exclude yourself from the Settlement, you will automatically receive a *pro rata* share of the Net

Settlement Amount following final approval of the Settlement via the two (2) distributions to occur in approximately late July or August 2026 and late May or June 2027.

Based on the records of Named Defendants, you worked [number] pay periods during the Class Period between May 8, 2019 and September 18, 2025 (the “Class Period”), including [number] pay periods during the PAGA Period between May 8, 2022 and September 18, 2025 (the “PAGA Period”). Based on that number of pay periods, your estimated total gross payment (before tax deductions) is \$ [number]. Depending on the Court’s order granting final approval of the Settlement and the number of Class Members who participate in the Settlement, the actual amount you will receive if the Court grants final approval of the Settlement may vary from the above-estimated amount, but it is unlikely to be lower than this estimate.

If you dispute either of the above listed number of pay periods, you may send the Settlement Administrator information, including any documents to support your claim, about the correct number of pay periods that you worked during the Class Period and/or the PAGA Period. Such information must be sent by [date] by regular mail, fax or email to Phoenix Settlement Administrators (the “Settlement Administrator” or “PSA”) at the following address: [insert name / address / fax number / email for Settlement Administrator]. If you dispute the number of pay periods, the Settlement Administrator will make a determination about the correct number of pay periods and will inform you of its final decision by regular mail.

It is your responsibility to keep a current address on file with the Settlement Administrator, as the Settlement Administrator will mail your payment to the address it has on file for you. So, if you move, please provide the Settlement Administrator your new address. You may provide the Settlement Administrator your new address by mailing it or faxing it to [insert name / address / fax number for Settlement Administrator]. You may also contact lead Class Counsel and provide them your new address and they will forward it to the Settlement Administrator on your behalf.

If you do not exclude yourself from the Settlement, upon final approval of the Settlement, you will be bound by the release of Class Action Claims described below and lose any right to sue Named Defendants for any of the Class Action Claims asserted or that could have been asserted against Named Defendants based on the facts alleged in the Action.

2. Object to the Settlement of the Class Action Claims

As long as you do not exclude yourself from the Settlement, you have the right to object to the Settlement. The objection must be sent by [date] by regular mail to the Settlement Administrator at the following address: [insert name / address for Settlement Administrator]. An objection must include:

- (a) the case name and case number of the Action;
- (b) your full legal name, signature, date, mailing address, and telephone number;
- (c) a written statement of all grounds for the objection accompanied by any legal support for such objection;
- (d) copies of any papers, briefs, or other documents upon which the objection is based, and
- (e) whether you intend to and reserve your right to address the Court at the Final Fairness Hearing, to speak to your Objection or any other concern you elect to convey to the Court, as described in Section F, below.

If you submit a timely objection, the Court will make a ruling on the merits of the objection at the Final Fairness Hearing described below. If the Court overrules the objection and approves the Settlement at the Final Fairness Hearing, you will then have the right to appeal from the Court’s ruling on your objection.

3. Exclude Yourself from the Settlement of the Class Action Claims

If you wish to exclude yourself (*i.e.* “opt-out”) from the settlement of the Class Action Claims, you must submit a written request for exclusion. The request for exclusion must be sent by [date] by regular mail to the Settlement Administrator at the following address: [insert name / address for Settlement Administrator].

A request for exclusion must include:

- (a) the case name and case number of the Action;
- (b) your full legal name, signature, date, mailing address, and telephone number, and
- (c) a clear, signed statement that *you do not wish to be included in the Settlement*.

If you exclude yourself from the settlement of Class Action Claims, you will not be entitled to recover your *pro rata* share of the Net Settlement Amount, but you will retain the right to bring any such claims you have or believe you have against Named Defendants.

If you do *not* exclude yourself from the settlement of the Class Action Claims, you will upon final approval of the Settlement be bound by the release of Class Action Claims described below and forfeit any right to sue Named Defendants for any of the Class Action Claims asserted or that could have been asserted against Named Defendants based on the facts alleged in the Action.

E. Release of Class Action and/or PAGA Claims

1. Release of the Class Action Claims

Unless you exclude yourself from the settlement of the Class Action Claims, upon Final Approval of the Settlement by the Court you will be deemed to have given up your right to sue and will release Named Defendants and its past, present and future direct and indirect parent organizations, subsidiaries, divisions, affiliated entities, and its and their respective partners, officers, directors, trustees, administrators, fiduciaries, employment benefit plans or pension plans or funds, executors, attorneys (including, but not limited to, Defense Counsel), employees, insurers, reinsurers, agents, or any other entity that or individual who could be liable for any of the Class Action Claims or PAGA Claims, and their successors and assigns individually and in their official capacities (the “Released Parties”) from any and all claims, rights, demands, liabilities and causes of action under California or other law that you have had, now have, or may have in the future against the Released Parties for any acts occurring during the Class Period that were pled or could have been pled based on the factual allegations in the operative Complaint filed in the Action, including, but not limited to, all claims for unpaid minimum wages, unpaid straight-time wages, unpaid overtime wages, failure to provide meal and rest breaks, wage statement claims, waiting time penalties claims, civil penalties under Labor Code Section 226, statutory penalties under Labor Code Section 203, interest, costs and attorney’s fees.

2. Release of the Private Attorneys General Act (“PAGA”) Claims

If you are a PAGA Employee, regardless of whether you exclude yourself from the settlement of the Class Action Claims, upon Final Approval of the Settlement by the Court you will be deemed to have given up any right to sue Named Defendants for PAGA claims arising during the PAGA Period and you will release the Released Parties from any and all claims, rights, demands, liabilities and causes of action under the PAGA that you have had, now have, or may have in the future against the Released Parties for any acts occurring during the PAGA Period that were pled in the operative Complaint or could have been pled based on the factual allegations in the operative Complaint or the Notice Letter that Plaintiff submitted to the California Labor and Workforce Development Agency (“LWDA”).

F. Final Fairness Hearing

The Court has scheduled a Final Fairness Hearing for [REDACTED], 2026 at [REDACTED] : [REDACTED] a.m./p.m. in Department 63 of the Superior Court of California – County of Shasta, which is located at 1515 Court Street, Redding, California 96001. At the Final Fairness Hearing, the Court will decide whether or not to grant final approval to the Settlement.

At the Final Fairness Hearing, as part of this approval process, the Court will also decide the amount to award for (a) attorney's fees, (b) litigation costs, and (c) the service payment to Plaintiff. You have the right to appear at the Final Fairness Hearing and to address the Court, so long as you indicate in advance your intent to do so. You also have the right to retain a personal attorney, other than the attorneys for the Class Members, at your own expense, to speak on your behalf. If the Court grants final approval of the Settlement, a copy of the Court's judgment approving the Settlement will be posted on the Settlement Administrator's website at: [to be inserted]. The judgment also will be available from lead Class Counsel, who can be contacted, as described below in Sect. G.

G. Where to Get More Information

If you want more information about the Action or the Settlement, please review the Settlement Administrator's website at: [to be inserted]. You are also welcome to contact the lead attorney for the Class Members at the mailing address, e-mail, or telephone number listed below, at no cost to you. Additionally, you are permitted to consult with any other advisor of your choice.

Alexander I. Dychter, Esq.
DYCHTER LAW OFFICES, APC
9820 Willow Creek Road, Suite 275
San Diego, CA 92131
Telephone: (619) 487-0777
Facsimile: (619) 330-1827
E-Mail: Alex@DychterLaw.com

*** PLEASE DO NOT CONTACT THE COURT WITH QUESTIONS ***