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Attorneys for Plaintiff Swain

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;
MARUTI QUINCY INC, a California Corporation;

Case No. 23CV-0202166

CLASS ACTION

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

**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 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.

Plaintiff Stephanie Swain (hereinafter “Plaintiff”) and Defendants 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 (hereinafter, the “Defendants”) (collectively, “the Parties”) hereby enter into the following Stipulation re Class Action Settlement and Release of Claims.

STIPULATION

A. DEFINITIONS

1. “Action” means the civil action pending in the Superior Court of the State of California, County of Shasta, titled *STEPHANIE SWAIN v. MARUTI WVRVL OIL, et al.*, Case No. 23CV-0202166.
2. “Class Counsel” means Alexander I. Dychter and S. Adam Spiewak with Dychter Law Offices, APC and Walter L. Haines and Peggy J. Reali with United Employees Law Group, PC.
3. “Class Members” means all non-exempt hourly employees who, at any time between May 8, 2019 and September 18, 2025, worked for Defendant(s) in California at one or more of the gasoline stations and/or convenience store locations owned or operated by Defendant(s).
4. “Class Period” means from May 8, 2019 to September 18, 2025.
5. “Class Representative” and “Plaintiff” mean Stephanie Swain.
6. “Court” means the Superior Court of the State of California, County of Shasta.
7. “Defendants” mean MARUTI WVRVL OIL INC, MARUTI EAST AVE INC, MARUTI

1 FILLING STATION INC, MARUTI GAS PLUS INC, MARUTI MAGALIA INC, MARUTI
2 OROVILLE INC, MARUTI PARK AVE INC, MARUTI PLACERVILLE INC, MARUTI PLACER
3 OIL CORP, MARUTI QUINCY INC, MARUTI RED BLUFF INC, MARUTI SHASTA LAKE LLC,
4 MARUTI SHINGLE TOWN INC, MARUTI SUSANVILLE CORP, MARUTI ANDERSON LLC,
5 MARUTI CASCADE LLC, MARUTI CHURN CREEK LLC, MARUTI COTTONWOOD LLC,
6 MARUTI CRUZ THRU LLC, MARUTI HARTNELL LLC, MARUTI SUSANVILLE LLC,
7 MARUTI WESTWOOD LLC, MARUTI I-5 COTTONWOOD LLC, MARUTI 4TH ST
8 COTTONWOOD LLC, JAGDEEP SINGH RANDHAWA, PRABHJOT SINGH RANDHAWA,
9 MARUTI MAIN LLC, MARUTI ELKO INC, WEED MARUTI CORP, YREKA MARUTI CORP,
10 SISKIYOU MARUTI CORP, MARUTI MOUNTAIN OIL LLC, MARUTI ENERGY LLC,
11 DEVELOPMENT MARUTI LLC, DAMANDEEP RANDHAWA, and MEHAKDEEP RANDHAWA.

12 8. “Effective Date” means the latest of the following: (a) if no Class Member objects to the
13 Settlement, or all objections to the Settlement by Class Members are withdrawn before the Court rules
14 on Plaintiff’s motion for final approval of the Settlement, the date the Court grants final approval of the
15 Settlement; (b) if a Class Member objects to the Settlement, the date for giving timely notice of an
16 intent to file a motion to vacate the judgment granting final approval to the Settlement has passed
17 without a timely notice of intent to file a motion to vacate the judgment having been given; (c) if a
18 Class Member objects to the Settlement and gives timely notice of an intent to file a motion to vacate
19 the judgment granting final approval to the Settlement, the latest of the following: i) the last day for a
20 motion to vacate the judgment granting final approval to the Settlement to be heard in a timely manner
21 without the motion having been yet heard; ii) if a timely heard motion to vacate the judgment granting
22 final approval to the Settlement is denied, the latest of the following: (A) the date for seeking appellate
23 review of the Court’s denial of the motion to vacate the judgment has passed without a timely appeal;
24 (B) the date a timely appeal from the Court’s denial of the motion to vacate the judgment is voluntarily
25 dismissed; or (C) the date the California Court of Appeals or the California Supreme Court has
26 rendered a final ruling on a Class Member’s appeal from the Court’s order denying a motion to vacate
27 the judgment which affirms the Court’s final approval of the Settlement without material modification;
28 iii) if a timely heard motion to vacate the judgment granting final approval to the Settlement is granted,

1 the date the California Court of Appeals or the California Supreme Court has rendered a final ruling on
2 Plaintiff's appeal from the Court's order granting a motion to vacate the judgment which reverses the
3 Court's order vacating the judgment and affirms the Court's final approval of the Settlement without
4 material modification.

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

21 10. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining
22 after deductions are made for the cost of settlement administration, the amount of attorney's fees and
23 litigation costs awarded to Class Counsel, the amount of Service Payment awarded to Plaintiff, the
24 LWDA Payment, and the PAGA Payments to PAGA Employees.

25 11. "Notice" means the Notice of Class Action Settlement in both English and Spanish,
26 substantially in the form attached as **Exhibit A**, to be mailed out by the Settlement Administrator to
27 Class Members.
28

1 12. “LWDA Payment” means the amount of \$60,000, payable to the Labor Workforce &
2 Development Agency under PAGA.

3 13. “Operative Complaint” means the most recently amended version of the pleading, filed
4 on Plaintiff’s behalf in the Action.

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

8 15. “PAGA Payments” means the total amount of \$20,000, to be distributed to PAGA
9 Employees.

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

11 17. “Participating Class Members” means all Class Members who do not timely and
12 appropriately opt-out of this Settlement.

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

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

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

24 21. “Service Payment” means the payment to Plaintiff for initiating the Action and
25 providing services in support of the Action.

26 22. “Settlement” or “Agreement” means this Stipulation re Class Action Settlement and
27 Release of Claims.
28

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

B. RECITALS

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

2. Class Counsel have conducted a thorough investigation into the facts of this case, including propounding substantial formal written discovery (which required seeking judicial intervention in the form of multiple motions to compel), reviewing and analyzing of relevant documents and data (*i.e.* time-punch and pay data) obtained from Defendants, interviewing numerous Class Members after receiving contact information from Defendants via formal discovery, taking the deposition of a key agent of Defendants, researching the applicable law and potential defenses, and analyzing financial data and documents for Defendants. Class Counsel also prepared a substantive

1 mediation brief and engaged a data analysis consultant to provide calculations in service of the
2 damage model, in connection with mediation and settlement discussions. Based on their investigation
3 and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate,
4 and is in the best interest of the Class Members, considering all known facts and circumstances,
5 including Defendants' potential defenses and concerns regarding Defendants' financial status and lack
6 of liquidity. Defendants agree that the Settlement is fair, reasonable, and adequate.

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

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

19 **C. TERMS OF SETTLEMENT**

20 1. Gross Settlement Amount: Defendants shall pay the Gross Settlement Amount of ONE
21 MILLION NINE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$1,950,000.00)
22 in two (2) equal installments of \$975,000.00 each. Installment #1 shall be paid by Defendants to the
23 Settlement Administrator via wire transfer on or before July 15, 2026. Installment #2 shall be paid by
24 Defendants to the Settlement Administrator via wire transfer on or before May 15, 2027. The Gross
25 Settlement Amount shall pay for the following: 1) the cost of settlement administration (not to exceed
26 \$20,000) which shall be paid in two equal installments at the time of each distribution to the Class
27 Members; 2) the amount of attorney's fees (not to exceed \$650,000) awarded to Class Counsel which
28 shall be paid in two equal installments at the time of each distribution to the Class Members; 3) the

1 amount of litigation costs (not to exceed \$50,000) awarded to Class Counsel which shall be paid in-full
2 at the time of the first distribution to the Class Members; 4) the amount of Service Payment (not to
3 exceed \$10,000) awarded to Plaintiff which shall be paid in-full at the time of the first distribution to
4 the Class Members; 5) the LWDA Payment in the amount of \$60,000 which shall be paid in-full at the
5 time of the second distribution to the Class Members; 6) the PAGA Payments in the total amount of
6 \$20,000 to PAGA Employees which shall be paid in-full at the time of the second distribution to the
7 Class Members; and 7) payment of the Net Settlement Amount to the Participating Class Members to
8 be paid in two (2) equal installments at the time of both the first and second distributions. The Gross
9 Settlement Amount does not include the employer's share of payroll taxes on the portion of the Net
10 Settlement Amount paid to Participating Class Members and allocated to wages, which Defendants
11 shall pay separately from the Gross Settlement Amount as calculated by the Settlement Administrator.

12 2. Service Payment to Class Representative: Defendants will not oppose Plaintiff's
13 request to the Court for an award of up to TEN THOUSAND DOLLARS AND ZERO CENTS
14 (\$10,000.00) in addition to any payment she may otherwise receive as a Participating Class Member
15 and PAGA Employee. The Settlement Administrator will issue to Plaintiff an IRS Form 1099 for her
16 Service Payment. The Service Payment shall be paid in-full with the first distribution.

17 3. Distribution to Class Members: The Net Settlement Amount shall be distributed to
18 Participating Class Members on a *pro rata* basis based on the number of pay periods they worked for
19 Defendants during the Class Period. The payments to Participating Class Members shall occur in
20 approximately equal shares via the two separate distributions in approximately July 2026 and May
21 2027, though the Settlement Administrator along with Class Counsel shall have the discretion to
22 include full payment in the first distribution to any Class Members whose share amounts to no more
23 than fifty dollars (\$50), to streamline the process and reduce administrative costs. Prior to the second
24 distribution mailing, the Settlement Administrator shall conduct a second National Change of Address
25 (NCOA) search of Participating Class Members to update the mailing addresses of any individual who
26 may have moved between the time of the first distribution and the second distribution. Participating
27 Class Members shall also be advised in the Notice to provide updated information to the Settlement
28 Administrator in the event of any relocation.

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

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

13 6. Tax Allocation of Class Member Distributions: For tax purposes, payments of
14 settlement benefits to Participating Class Members from the Net Settlement Amount will be treated as
15 follows: 10% shall be allocated to wages and 90% shall be allocated to interest and penalties. PAGA
16 Payments to PAGA Employees shall be allocated 100% to penalties. The Settlement Administrator
17 shall be responsible for issuing Participating Class Members an IRS Form W-2 with respect to the
18 portion of settlement benefits allocated to wages. To the extent required by law, the Settlement
19 Administrator shall be responsible for issuing PAGA Employees and Participating Class Members an
20 IRS Form 1099 with respect to the portion of settlement benefits and/or PAGA Payments allocated to
21 interest and/or penalties.

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

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

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

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

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

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

1 deemed valid.

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

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

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

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

21 **E. RELEASE OF CLAIMS**

22 1. Release of Class Action Claims: Each Participating Class Member shall, upon the
23 Effective Date, be deemed to have released the Released Parties from any and all claims, rights,
24 demands, liabilities and causes of action under California law that they have had, now have, or may
25 have in the future for any acts occurring during the Class Period that were pled in the Operative
26 Complaint or could have been pled based on the factual allegations in the Operative Complaint
27 regarding violations of the California Labor Code suffered by Participating Class Members during
28 their employment at a gas station and/or convenience store owned or operated by Defendant(s),

1 including but not limited to all claims for unpaid minimum wages, unpaid straight-time wages, unpaid
2 overtime wages, failure to provide meal or rest periods, civil penalties under Labor Code Section 226,
3 statutory penalties under Labor Code Section 203, interest, costs and attorney's fees. This Release of
4 Class Action Claims does not include the release of any claims for civil penalties under the PAGA.

5 2. Release of PAGA Claims: Each PAGA Employee shall, upon the Effective Date, be
6 deemed to have released the Released Parties, from any and all claims, rights, demands, liabilities and
7 causes of action for civil penalties under the PAGA that they have had, now have, or may have in the
8 future against the Released Parties for any acts occurring during the PAGA Period that were pled in the
9 Operative Complaint or could have been pled based on the factual allegations in the Operative
10 Complaint or the Notice Letter Plaintiff submitted to the LWDA regarding violations of the California
11 Labor Code suffered by Participating Class Members during their employment at a gas station and/or
12 convenience store owned or operated by Defendant(s). This Release of PAGA Claims does not
13 include the release of any claims for the underlying violations of the Labor Code upon which
14 Plaintiff's PAGA claims are based.

15 3. General Release of All Claims by Plaintiff:

16 3.1 Scope of Release: In exchange for receipt of a Service Payment, Plaintiff, on
17 behalf of Plaintiff and Plaintiff's heirs, executors, administrators, successors, and assigns knowingly
18 and voluntarily releases and forever discharges the Released Parties, jointly and severally, of and from
19 any and all claims, known and unknown, asserted or unasserted, that Plaintiff has or may have against
20 the Released Parties as of the date of execution of this Agreement, including, but not limited to, any
21 alleged violations of the following, as amended: Title VII of the Civil Rights Act of 1964; Sections
22 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security
23 Act of 1974 ("ERISA"); the Internal Revenue Code of 1986; the Immigration Reform and Control Act;
24 the Americans with Disabilities Act of 1990; the Worker Adjustment and Retraining Notification Act;
25 the Fair Credit Reporting Act; the Family and Medical Leave Act; the Equal Pay Act; the Genetic
26 Information Nondiscrimination Act of 2008; the Age Discrimination in Employment Act of 1967
27 ("ADEA"); the Uniformed Services Employment and Reemployment Rights Act of 1994
28 ("USERRA"); Families First Coronavirus Response Act; the Pregnant Worker's Fairness Act

1 (“PWFA”); California Family Rights Act – Cal. Gov’t Code § 12945.2; California Fair Employment
2 and Housing Act – Cal. Gov’t Code § 12900 *et seq.*; California Unruh Civil Rights Act – Cal. Civ.
3 Code § 51 *et seq.*; statutory Provisions Regarding the Confidentiality of AIDS Information – Cal.
4 Health & Safety Code § 120775 *et seq.*; California Confidentiality of Medical Information Act – Cal.
5 Civ. Code § 56 *et seq.*; California Parental Leave Law – Cal. Lab. Code § 230.7 *et seq.*; California
6 Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394; the California Occupational Safety and
7 Health Act, as amended, and any applicable regulations thereunder; the California Consumer Credit
8 Reporting Agencies Act – Cal. Civ. Code § 1785 *et seq.*; California Investigative Consumer Reporting
9 Agencies Act – Cal. Civ. Code § 1786 *et seq.*; those provisions of the California Labor Code that
10 lawfully may be released; any other federal, state or local law, rule, regulation, or ordinance; any
11 public policy, contract, tort, or common law; or any basis for recovering costs, fees, or other expenses
12 including attorneys' fees incurred in these matters. Plaintiff may not submit a request for exclusion or
13 objection to the Settlement and any such submission will be disregarded by the Settlement
14 Administrator.

15 3.2 Claims Not Released: Plaintiff is not waiving any rights Plaintiff may have to:
16 (i) benefits or rights to seek benefits under applicable workers’ compensation (except as to claims
17 under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (ii)
18 pursue claims that by law cannot be waived by signing this Agreement; or (iii) enforce this Agreement.

19 3.3 Waiver of Civil Code Section 1542: To effect a full and complete general
20 release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of
21 Section 1542 of the Civil Code of the State of California and does so understanding and
22 acknowledging the significance and consequence of specifically waiving Section 1542. Section 1542
23 of the Civil Code of the State of California states as follows:

24 **A general release does not extend to claims that the creditor or releasing party does**
25 **not know or suspect to exist in his or her favor at the time of executing the release,**
26 **and that if known by him or her, would have materially affected his or her**
27 **settlement with the debtor or released party.**
28

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

4 **F. COURT APPROVAL**

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

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

11 3. This Settlement shall not take effect until the Court has entered an Order Granting Final
12 Approval of the Settlement and that Order has become final after any objections to the Settlement or
13 any appeals from an order denying a motion to vacate the judgment granting final approval of the
14 Settlement have been resolved. If the Court does not grant final approval of the Settlement, the
15 judgment granting final approval of the Settlement is vacated and the order vacating the judgment is
16 upheld on appeal, or if the Court's final approval of the Settlement is reversed or materially modified
17 on appellate review of an order denying a motion to vacate the judgment, then this Settlement will
18 become null and void. If that occurs, the Parties will have no further obligations under the Settlement,
19 including any obligation by Defendants to pay the Gross Settlement Amount or any amounts that
20 otherwise would have been owed under this Settlement. However, should this occur, the Parties agree
21 that Defendants shall be responsible, jointly and severally, for the Settlement Administrator's
22 reasonable administration costs through that date. An award by the Court of a lesser amount than
23 sought by Plaintiff and Class Counsel for attorney's fees, costs or a Service Payment to Plaintiff, will
24 not constitute a material modification to the Settlement within the meaning of this paragraph.

25 4. Upon final approval of the Settlement, the Parties shall present to the Court a proposed
26 Final Approval Order and Judgment, approving the Settlement and entering final judgment in
27 accordance therewith. After entry of final judgment, the Court shall have continuing jurisdiction over
28 the Action for purposes of: (1) enforcing this Agreement; (2) addressing settlement administration

1 matters, and (3) addressing such post-judgment matters as may be appropriate under Court rules and
2 applicable law, including but not limited to CCP § 664.6.

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

11 **G. DEFENDANTS' RIGHT OF RECISSION**

12 1. In the event that Class Members representing more than an aggregate total of fifteen
13 percent (15%) of the total number of Class Members or who are assigned more than an aggregate total
14 of fifteen percent (15%) of the Net Settlement Amount, whichever is greater, elect to exclude
15 themselves from this Agreement, Defendants will have the unilateral right to void this Agreement
16 within forty (45) calendar days from the initial mailing of the Notice by the Settlement Administrator,
17 as evidenced by the postmark date to request exclusion (*i.e.* opt-out) from the Settlement.

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

21 **H. MISCELLANEOUS**

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

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

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

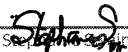
5 4. Nothing contained in this Settlement shall be construed or deemed an admission of
6 liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of the Parties has
7 entered into this Settlement with the intention to avoid further disputes and litigation with the attendant
8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

10 5. This Settlement may be executed in counterparts, and when each party has signed at
11 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with
12 other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and
13 effective as to all Parties.

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

22 **IT IS SO AGREED.**

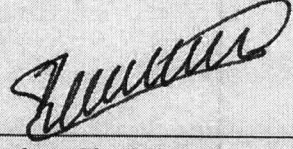
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24 Dated: 12/05/2025


Stephanie Swain (Dec 5, 2025 14:42:04 PST)

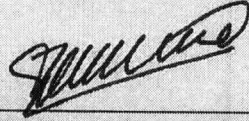
Stephanie Swain
Plaintiff

1 IT IS SO AGREED.

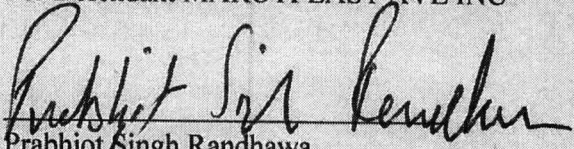
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3 Dated: 1/22/26


Jagdeep Singh Randhawa
President
For Defendant MARUTI WVRVL OIL INC

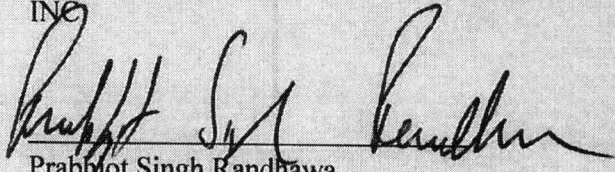
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7 Dated: 1/22/26


Jagdeep Singh Randhawa
President
For Defendant MARUTI EAST AVE INC

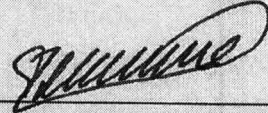
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11 Dated: 1/22/26


Prabhjot Singh Randhawa
President
For Defendant MARUTI FILLING STATION
INC

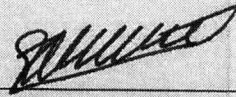
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15 Dated: 1/22/26


Prabhjot Singh Randhawa
President
For Defendant MARUTI GAS PLUS INC

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19 Dated: 1/22/26


Jagdeep Singh Randhawa
President
For Defendant MARUTI MAGALIA INC

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23 Dated: 1/22/26

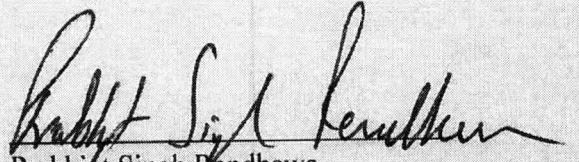

Jagdeep Singh Randhawa
President
For Defendant MARUTI OROVILLE INC

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26 Dated: 1/22/26

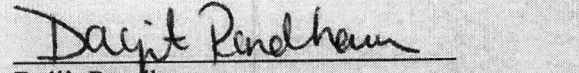

Jagdeep Singh Randhawa
President
For Defendant MARUTI PARK AVE INC

1 IT IS SO AGREED.

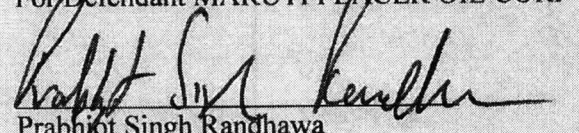
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3 Dated: 1/22/26


Prabhjot Singh Randhawa
President
For Defendant MARUTI PLACERVILLE INC

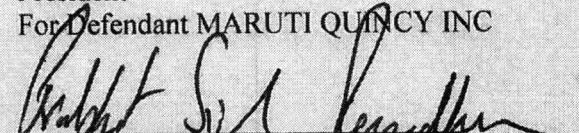
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6 Dated: 1/22/26


Daljit Randhawa
President
For Defendant MARUTI PLACER OIL CORP

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9 Dated: 1/22/26


Prabhjot Singh Randhawa
President
For Defendant MARUTI QUINCY INC

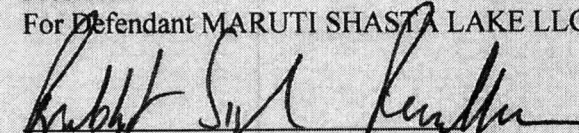
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Prabhjot Singh Randhawa
President
For Defendant MARUTI RED BLUFF INC

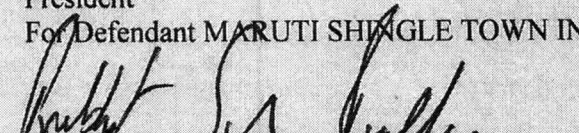
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Jagdeep Singh Randhawa
President
For Defendant MARUTI SHASTA LAKE LLC

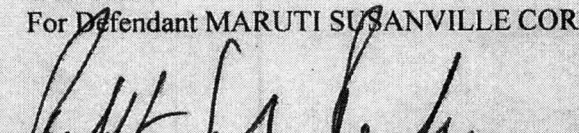
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Prabhjot Singh Randhawa
President
For Defendant MARUTI SHINGLE TOWN INC

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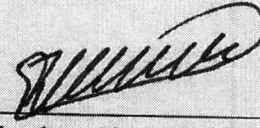

Prabhjot Singh Randhawa
President
For Defendant MARUTI SUSANVILLE CORP

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24 Dated: 1/22/26

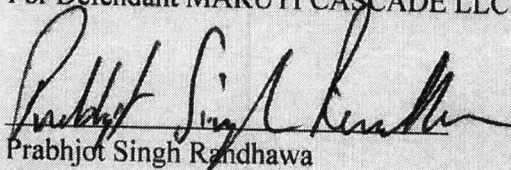

Prabhjot Singh Randhawa
President
For Defendant MARUTI ANDERSON LLC

1 IT IS SO AGREED.

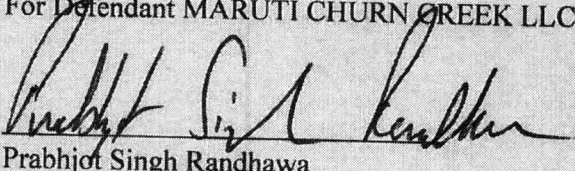
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3 Dated: 1/22/26


Jagdeep Singh Randhawa
President
For Defendant MARUTI CASCADE LLC

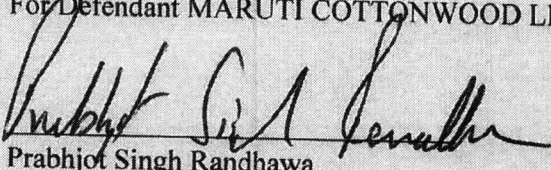
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7 Dated: 1/22/26


Prabhjot Singh Randhawa
President
For Defendant MARUTI CHURN CREEK LLC

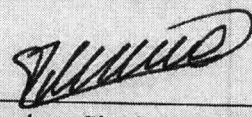
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11 Dated: 1/22/26


Prabhjot Singh Randhawa
President
For Defendant MARUTI COTTONWOOD LLC

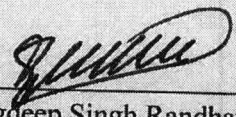
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15 Dated: 1/22/26


Prabhjot Singh Randhawa
President
For Defendant MARUTI CRUZ THRU LLC

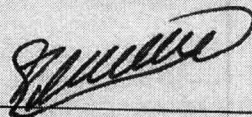
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19 Dated: 1/22/26


Jagdeep Singh Randhawa
President
For Defendant MARUTI HARTNELL LLC

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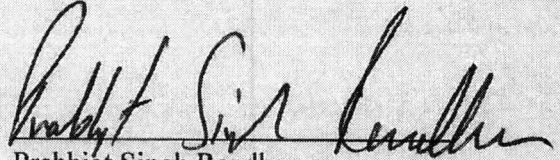

Jagdeep Singh Randhawa
President
For Defendant MARUTI SUSANVILLE LLC

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26 Dated: 1/22/26

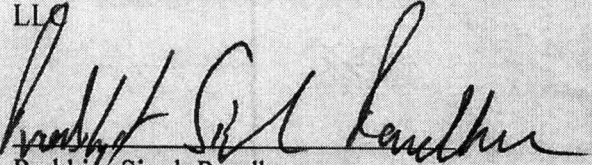

Jagdeep Singh Randhawa
President
For Defendant MARUTI WESTWOOD LLC

1 IT IS SO AGREED.

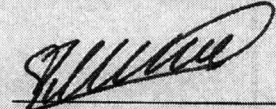
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Prabhjot Singh Randhawa
President
For Defendant MARUTI I-5 COTTONWOOD
LLC

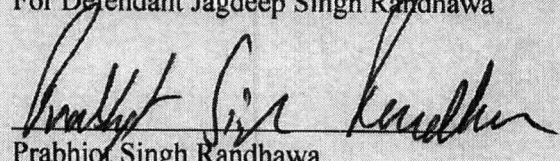
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Prabhjot Singh Randhawa
President
For Defendant MARUTI 4TH ST
COTTONWOOD LLC

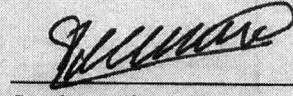
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Jagdeep Singh Randhawa
For Defendant Jagdeep Singh Randhawa

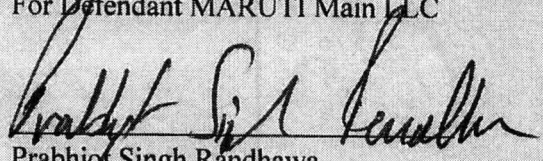
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Prabhjot Singh Randhawa
For Defendant Prabhjot Singh Randhawa

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Jagdeep Singh Randhawa
President
For Defendant MARUTI Main LLC

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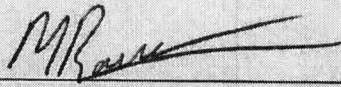

Prabhjot Singh Randhawa
President
For Defendant MARUTI ELKO INC

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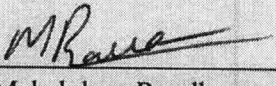

Damandeep Randhawa
President
For Defendant WEED MARUTI CORP

1 **IT IS SO AGREED.**

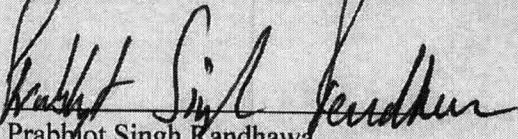
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Mehakdeep Randhawa
President
For Defendant YREKA MARUTI CORP

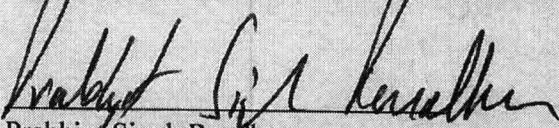
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7 Dated: 1/22/26


Mehakdeep Randhawa
President
For Defendant SISKIYOU MARUTI CORP

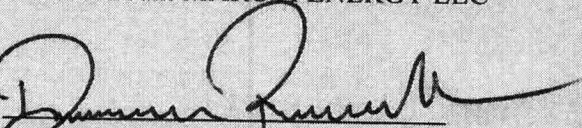
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11 Dated: 1/22/26


Prabhjot Singh Randhawa
President
For Defendant MARUTI MOUNTAIN OIL LLC

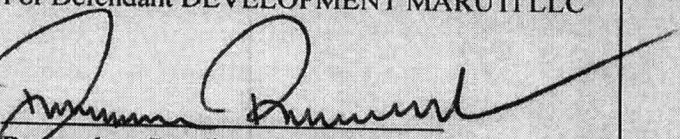
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15 Dated: 1/22/26


Prabhjot Singh Randhawa
President
For Defendant MARUTI ENERGY LLC

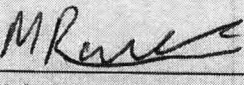
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19 Dated: 1/22/26


Damandeep Randhawa
For Defendant DEVELOPMENT MARUTI LLC

21
22 Dated: 1/22/26


Damandeep Randhawa
For Defendant Damandeep Randhawa

24
25 Dated: 1/22/26


Mehakdeep Randhawa
For Defendant Mehakdeep Randhawa

1 **AGREED AS TO FORM.**

2
3 Dated: 12/5/2025

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

5
6 By:



Alexander I. Dychter
Walter L. Haines
Attorneys for Plaintiff and the Putative Class

8
9 Dated: _____

SWANSON LAW OFFICE

10
11 By:

Yue Zhao

Attorneys for Defendants

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AGREED AS TO FORM.

Dated: _____

DYCHTER LAW OFFICES, APC
United Employees Law Group, PC

By: _____
Alexander I. Dychter
Walter L. Haines
Attorneys for Plaintiff and the Putative Class

Dated: 1/22/26

SWANSON LAW OFFICE

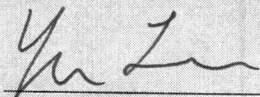
By: 
Yue Zhao
Attorneys for Defendants

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 defendants who own and operate gas stations and convenience stores in California, including Maruti WVRVL Oil Inc. and other Maruti entities.¹ 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 Defendants’ gas 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 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
- 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.

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 Defendants violated any laws or whether any person is entitled to any damages or other relief.

¹ The full list of the parties identified as Defendants, which have been alleged to own and/or operate the gas stations and convenience stores at issue and to employ Class Members is: 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 “Defendants”).

B. Why You Are Receiving This Notice

On [REDACTED], 2025, the Shasta County Superior Court (the “Court”) preliminarily approved a settlement of the Action on behalf of all Class Members. According to 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

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 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 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 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 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 2026 and late May 2027.

Based on the records of 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 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”) 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 / email 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 Defendants for any of the Class Action Claims asserted or that could have been asserted against 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 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 Defendants for any of the Class Action Claims asserted or that could have been asserted against 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 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 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] 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.

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