

FILED
San Diego Superior Court

SEP 13 2024

Clerk of the Superior Court
By: K. Sorianosos, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO-CENTRAL DIVISION

CORINA POTTER, individually, on
behalf of Aggrieved Employees, and as
the State of California's designated
proxy under the Private Attorneys
General Act (PAGA) and on behalf of
others,

Plaintiffs,

vs.

DOLLAR TREE STORES, INC., a
Virginia corporation; and DOES 1
through 50 inclusive

Defendants.

Case No.: 37-2023-00047808-CU-OE-
CTL

Judge: Hon. Marcella O. McLaughlin
Dept.: 72

~~[PROPOSED]~~ ORDER

1 **[PROPOSED] ORDER**

2 WHEREAS, on August 30, 2024, at 9:30 a.m. Plaintiff Corina Potter
3 individually and on behalf of herself, the State of California as its designated proxy,
4 and Aggrieved Employees (collectively, the "Plaintiffs") in the above referenced
5 action, via counsel, appeared before this Court to move for an Order to approve the
6 parties' Private Attorneys General Act (PAGA) Settlement; and

7 WHEREAS, the motion was unopposed by Defendant.

8 After considering the papers filed in support of said application, and the Court
9 record as a whole, IT IS HEREBY ORDERED that the Court GRANTS Plaintiffs'
10 Motion to Approve the parties' PAGA Settlement.

11 The Court finds the settlement is fair, adequate, and reasonable for the
12 Aggrieved Employees as defined in Exhibit 1 attached to the Declaration of Thomas
13 D. Rutledge filed in support of the foregoing application.

- 14 • The settlement was reached through arm's-length
15 bargaining (not through fraud or collusion);
- 16 • Plaintiffs' Counsel's investigations and discovery were
17 sufficient to allow Plaintiffs' Counsel and the Court to act
18 intelligently;
- 19 • Plaintiffs' Counsel, Thomas D. Rutledge, is well
20 experienced in employment representative action litigation;
- 21 • The case was complex and there was a certain amount of
22 risk of appeals after lengthy litigation if the case did not
23 resolve in the manner in which it resolved; and
- 24 • The settlement amount represents a fair and reasonable
25 settlement of the claims asserted in relationship to the
26 potential risks of continuing to litigate the matter.

27 The Court further finds that the requested attorneys' fees, costs, and litigation
28 expenses are reasonable.

1 Accordingly, IT IS FURTHER ORDERED as follows:

2 1. The Court approves the settlement of the above-captioned action as set
3 forth in the Settlement Agreement and each of its releases and other terms, as fair,
4 just, reasonable, and adequate.

5 2. The parties shall comply with all aspects of the Settlement Agreement, a
6 copy of which is attached hereto as Exhibit 1 and incorporated herein as reference as
7 though set forth in full herein.

8 3. The Court hereby enters a Judgment in this case in accordance with the
9 terms of the Settlement Agreement and this case is dismissed with prejudice within 60
10 days from the date of this order.

11 **IT IS SO ORDERED.**

12
13 Dated: 9/13/2024

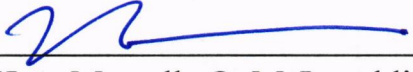
14 
15 Hon. Marcella O. McLaughlin
16 Judge of the Superior Court of California
17 County of San Diego
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Exhibit 1

STIPULATION OF PAGA SETTLEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned, subject to the approval of the Court, pursuant to the California Private Attorneys General Act, California Labor Code sections 2698, *et seq.* ("PAGA"), and, in particular, section 2699(1)(2), that this Settlement shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Section 1 or elsewhere in this Stipulation of PAGA Settlement and Release ("Agreement" or "Settlement").

This Agreement is made by and between plaintiff Corina Potter ("Potter" or "Plaintiff") for herself and on behalf of other Settlement Group Members (defined below) and the State of California, and defendant Dollar Tree Stores, Inc. ("Dollar Tree"). (Plaintiff and Dollar Tree, as defined herein, are collectively referred to as the "Parties").

The Parties agree the Litigation (as defined below) shall be ended, settled, resolved, and concluded by agreement of Dollar Tree to pay the maximum sum of Six Hundred Thousand Dollars and No Cents (\$600,000.00) (hereinafter referred to as the "Total Settlement Amount"), which covers the Employees' Payment, the PAGA Representative's Payment, the LWDA Payment, Plaintiff's Counsel's Fees and Expenses Payment, and the Settlement Administration Fee (all defined below).

Section 1. Definitions.

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

(a) "Dollar Tree's Counsel" means:

Ryan D. Derry
Emily J. Stover
Paul Hastings LLP
101 California Street, Forty-Eighth Floor
San Francisco, California 94111
Telephone: (415) 856-7000 / Facsimile: (415) 856-7192

- 1 (b) "Court" means the Superior Court of the State of California for the
2 County of San Diego.
- 3 (c) "Covered Period" means from April 12, 2022 to the date that the Court
4 approves this Settlement.
- 5 (d) "Covered Pay Periods" means the number of pay periods during which
6 each Settlement Group Member was employed as a Dollar Tree hourly
7 non-exempt store employee in California during the Covered Period.
- 8 (e) "Net Settlement Amount" is the amount from the Total Settlement
9 Amount that is available for distribution to Settlement Group Members
10 ("Settlement Shares"), and the LWDA Payment after deduction for
11 (i) the Plaintiff's Counsel's Fees and Expenses Payment; (ii) the
12 Settlement Administration Fee; and (iii) the PAGA Representative's
13 Payment.
- 14 (f) "Effective Date" means the date this Agreement shall be effective upon
15 the earliest date, following entry of an order by the Court approving the
16 Settlement, upon which one of the following has occurred: (i) expiration
17 of all potential appeal periods without a filing of a notice of appeal of
18 the order; (ii) final affirmance of the order by an appellate court as a
19 result of any appeal(s); or (iii) final dismissal or denial of all such
20 appeals (including any petitions for review, rehearing, *certiorari*, etc.)
21 such that the order is no longer subject to further judicial review. The
22 Effective Date shall only apply if the Court has approved the Settlement.
- 23 (g) "Employees' Payment" means the total amount of the Net Settlement
24 Amount that shall be distributed to Settlement Group Members subject
25 to the "Settlement Share" calculation set forth below.
- 26 (h) "Litigation" means the civil action titled "*CORINA POTTER,*
27 *individually, on behalf of Aggrieved Employees, and as the State of*
28 *California's designated proxy under the Private Attorneys General Act*

1 (PAGA) and on behalf of others, Plaintiffs v. DOLLAR TREE STORES,
2 INC., a Virginia Corporation; and DOES 1 through 50 inclusive,
3 Defendants,” pending before the Superior Court of California, County
4 of San Diego, Case No. 37-2023-00047808-CU-OE-CTL.

5 (i) “LWDA” means the California Labor and Workforce Development
6 Agency.

7 (j) “Plaintiff’s Counsel” means:
8 Thomas D. Rutledge
9 16956 Via de Santa Fe, Suite 1847
10 Rancho Santa Fe, California 92091-4606
11 Telephone: (619) 886-7224

12 (k) “Released Claims” means any and all claims for PAGA civil penalties,
13 whether known or unknown, arising during the Covered Period based
14 on the facts and allegations asserted by Plaintiff in her LWDA Notice,
15 Amended LWDA Notice filed October 31, 2023, Second Amended
16 LWDA Notice filed February 22, 2024, Third Amended LWDA Notice
17 filed March 28, 2024, and operative First Amended Complaint (“FAC”),
18 including, but not limited to claims that reasonably could be premised
19 on allegations related to and derivative of theories of failure to pay all
20 wages (minimum, overtime, double time), including failure to pay for
21 all time worked associated with onboarding, receiving orders from
22 merchant vendors and making cash transaction deposits at banks,
23 undergoing security bag checks, opening and closing store procedures,
24 waiting in line at the register, and manipulating of time cards and
25 deducting work hours; failure to timely pay earned wages upon
26 separation of employment; failure to comply with meal and rest break
27 requirements or pay premiums; failure to provide accurate itemized
28 wage statements; failure to maintain required records; failure to
 reimburse necessary business expenses for bank drops and supply runs,

use of personal vehicles, personal cellular devices, uniforms, and face masks; failure to provide adequate seating; alleged failure to account for non-discretionary bonus pay and meal break premiums in determining the regular rate of pay for overtime and sick pay; failure to provide sick leave and paid time off; incursion of fees to withdraw wages from employer-issued debit cards; and failure to timely pay wages during employment, including but not limited to California Labor Code sections 96(k), 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205-206.5, 208-210, 212, 213(d), 216, 218-218.6, 221-224, 225.5, 226, 226.3, 226.6, 226.7, 227, 227.3, 230-230.4, 230.7-231, 232-234, 245-249, 256, 351, 353, 403, 404, 432, 432.2, 432.5, 432.7, 435, 450, 510-512, 513, 551, 552, 558, 558.1, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921-923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 1198.5, 1199.5, 1290, 1292-1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5(a), 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 1811, 1815, 2651, 2673, 2673.1(a), 2695.2, 2698, 2699, 2699.3, 2751, 2800, 2801, 2802, 2806, 2810, 2929(b), 3073.6, 6310, 6311, and 6399.7, the Applicable Wage Order, and any resulting claim for attorneys' fees and costs under PAGA.

- (l) "Released Parties" means Dollar Tree and its current and former, direct and indirect owners, parents, subsidiaries, predecessors and successors, brother-sister companies, and all other affiliates and related entities, and their current and former partners, employees, attorneys, agents, and other related parties including, but not limited to, Dollar Tree, Inc.

(m) "Settlement Administrator" means Phoenix Settlement Administration who shall administer this Settlement in accordance with this Agreement. The total costs of the Settlement Administrator to perform its duties under this Agreement (the "Settlement Administration Fee") shall be paid from the Total Settlement Amount. In no event shall Dollar Tree be responsible for any additional costs for the Settlement Administrator beyond any amount approved by the Court to be paid from the Total Settlement Amount.

(n) "Settlement Group Members" means all current and former hourly, non-exempt store employees of Dollar Tree in California who were paid wages at any time during the Covered Period.

Section 2. Background.

(a) On August 21, 2023, Potter submitted on behalf of herself, other allegedly aggrieved employees, and the State of California a notice to the LWDA ("Initial LWDA Notice") alleging numerous violations of the California Labor Code. On November 2, 2023, Potter filed a single cause of action for civil penalties under PAGA alleging the same wage-and-hour claims asserted in her Initial LWDA Notice, initiating the Litigation. On October 31, 2023, Potter submitted a "First Amended LWDA Notice" to the LWDA.

(b) On February 22, 2024, Potter submitted a "Second Amended LWDA Notice" to the LWDA. On March 28, 2024, Potter submitted a "Third Amended LWDA Notice" to the LWDA. Potter's Initial LWDA Notice, First Amended LWDA Notice, Second Amended LWDA Notice, and Third Amended LWDA Notice are collectively referred to as "Potter's LWDA Notices."

- 1 (c) Dollar Tree has denied, and continues to deny, any wrongdoing in
2 regard to the violations alleged in Potter's LWDA Notices and all
3 complaints filed in this Litigation.
- 4 (d) Before reaching this Settlement, the Parties engaged in investigation,
5 informal discovery, motion practice, informal exchange of additional
6 information and data, settlement discussions, and mediation.
- 7 (e) This Agreement is the result of arms-length negotiation between the
8 Parties through mediation, with mediator David A. Rotman, Esq., on
9 April 8, 2024.
- 10 (f) This Settlement contemplates all of the following:
- 11 1. Before entering into this Agreement, Potter submitted Potter's
12 LWDA Notices to the LWDA, as set forth in Section 2(a)-(b)
13 above.
- 14 2. For the purposes of this Settlement only, and provided that no
15 notice is received from the LWDA consistent with California
16 Labor Code section 2699.3(a)(2) in response to Potter's LWDA
17 Notices, the Parties hereby stipulate and agree, subject to the
18 Court's entry of an order approving the same, Plaintiff will file a
19 First Amended Complaint ("FAC"). The FAC will (i) retain
20 Plaintiff's current factual bases for the cause of action under
21 PAGA and (ii) add all additional factual allegations set forth
22 across Potter's LWDA Notices not presently pleaded, including
23 allegations for: failure to pay for all time worked associated with
24 onboarding, receiving orders from merchant vendors and making
25 cash transaction deposits at banks, undergoing security bag
26 checks, opening and closing store procedures, waiting in line at
27 the register, and manipulating of time cards and deducting work
28 hours; alleged failure to account for non-discretionary bonus pay

and meal break premiums in determining the regular rate of pay for overtime and sick pay; failure to provide sick leave and paid time off; failure to reimburse necessary business expenses for bank drops and supply runs, use of personal vehicles, personal cellular devices, uniforms, and face masks; incursion of fees to withdraw wages from employer-issued debit cards; and alleged failure to timely pay wages during employment consistent with the Amended LWDA Notices.

3. All claims asserted in the FAC shall relate back to April 12, 2022, and Defendant agrees, for purposes of this Settlement only, not to challenge the asserted limitations period starting April 12, 2022.
4. Once the FAC is prepared and agreed to by the Parties and this Agreement is signed, Plaintiff shall file concurrently with the Court: (i) a stipulation to permit the filing of the FAC; and (ii) a motion for approval of the Settlement ("Motion for Settlement"). The Motion for Settlement shall be noticed to be heard on August 30, 2024 or thereafter if continued by the Court.
5. Should the LWDA serve notice under California Labor Code section 2699.3(a)(2) in response to any of Potter's LWDA Notices, Plaintiff shall withdraw her Motion for Settlement and this Agreement shall be null and void.
6. Should, for whatever reason, the Settlement set forth in this Agreement not be approved by the Court and/or the Effective Date not triggered, the FAC shall be deemed stricken, null and void *ab initio*, with the previously-filed complaint in the action serving as the operative pleading for the Litigation.

- 1 7. Entry of an order by the Court granting approval of the payment
2 for settlement of the PAGA penalties, pursuant to California
3 Labor Code section 2699(1)(2).
4 8. Plaintiff's (i) execution of a general release (including a waiver
5 of California Civil Code section 1542); (ii) execution of a written
6 form prepared and approved by Dollar Tree that shall confirm
7 Plaintiff's obligations to report any perceived wage-and-hour
8 issue or California Labor Code violation of which she could
9 become aware of in the future and sent via certified mail to Dollar
10 Tree Legal Department; and (iii) dismissal of her pending
11 individual arbitrations against Dollar Tree and Family Dollar,
12 LLC, with prejudice, all as described in Section 10 below.

13
14 **Section 3. Plaintiff's Counsel's Fees and Expenses Payment and PAGA**
15 **Representative's Payment.**

- 16 (a) Subject to the Court's approval, Plaintiff's Counsel will request and be
17 paid from the Gross Settlement Amount, of up to Two Hundred
18 Thousand Dollars and No Cents (\$200,000.00) for attorneys' fees plus
19 reasonable incurred litigation costs of up to \$20,000, which Dollar Tree
20 will not oppose. Plaintiff's Counsel agrees not to petition the Court for
21 any additional payments for fees, costs, or interest. The total payment
22 approved by the Court pursuant to this Section ("Plaintiff's Counsel's
23 Fees and Expenses Payment") shall constitute full satisfaction of Dollar
24 Tree's and/or any of the Released Parties' obligations to pay amounts to
25 any person, attorney, or law firm for attorneys' fees, expenses, or costs
26 incurred on behalf of the Plaintiff, the LWDA, and/or the Aggrieved
27 Employees arising out of the facts and allegations asserted in the FAC,
28 and shall relieve the Released Parties from any other claims or liability

to any other attorney or law firm for any attorneys' fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of the Plaintiff, the LWDA, or the Aggrieved Employees.

(b) Plaintiff's Counsel may elect to have the Settlement Administrator, which will be responsible for distribution of all funds from the Total Settlement Amount as provided for under this Agreement, directly or indirectly, disburse all or part of Plaintiff's Counsel's Fees and Expenses Payment to him in periodic payments, through a structured settlement and/or to an assignee. Plaintiff's Counsel will bear any and all costs, fees, and expenses of administration for any periodic payments of Plaintiff's Counsel's Fees and Expenses Payment and shall be fully responsible for any taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments, including without limitation, any such issues, claims, and/or disputes brought by the state or federal government concerning the payment of taxes thereon. Plaintiff's Counsel shall indemnify, defend, and hold Dollar Tree and Dollar Tree's Counsel harmless for any and all taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments.

(c) To the extent the Court approves any award for attorneys' fees that is less than one third of the Gross Settlement Amount, Plaintiff's Counsel retains the right to appeal the Court's award. Should Plaintiff's Counsel appeal the Court's award, the difference between one third of the Gross Settlement Amount and the amount of attorneys' fees awarded by the Court shall be retained by the Settlement Administrator in escrow, pending Plaintiff's Counsel's appeal. If Plaintiff's Counsel appeals the

Court's award for attorneys' fees, the appeal will not delay or prevent distribution of funds to settlement members; any funds held in escrow will be born by Plaintiff's Counsel. In no event will Dollar Tree be responsible for additional funds or any amount beyond the maximum payment amount. After resolution of any appeal, any funds not awarded to Plaintiff's Counsel then in possession of the Settlement Administrator will be added to the Net Settlement Amount to be distributed in accordance with the terms of the Agreement, and Plaintiff's Counsel shall pay any additional costs incurred by the Settlement Administrator for this purpose. The Attorneys' Fees and Costs are not a material term of the Agreement. If the Court reduces the amount of Attorneys' Fees and Costs, all other terms of this Agreement shall remain in effect.

- (d) Subject to and contingent on Plaintiff performing all obligations, as described in Section 10 below, Plaintiff, as PAGA Representative, will be entitled to request from the Court a PAGA Representative's Payment. The PAGA Representative's Payment requested shall not exceed Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00). Any PAGA Representative's Payment approved by the Court will be paid by the Settlement Administrator to Plaintiff in a lump sum, without payroll tax deductions and withholding, and the Settlement Administrator will issue Potter a Form 1099 as to her payment.

Section 4. Cooperation.

- (a) The Parties will cooperate in obtaining, through the Motion for Settlement, an order and judgment from the Court approving the Settlement, and payment of PAGA penalties as described herein, pursuant to Labor Code section 2699(1)(2), at the earliest possible date.

(b) If the Court does not issue a final order and judgment approving this Settlement, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution can be obtained in a manner consistent with the Court's concerns.

(c) The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, and shall take all steps that may be requested by the Court relating to, or that are otherwise necessary to the approval and implementation of, the payment of PAGA penalties as described in this Agreement.

Section 5. Submission to the LWDA and Court Approval.

(a) In connection with the Motion for Settlement, Plaintiff's Counsel shall submit this Agreement to the Court for its approval and, at the same time, submit this Agreement to the LWDA, pursuant to California Labor Code section 2699(1)(2). Plaintiff's Counsel shall also submit to the Court a proposed order and judgment approving this Agreement, retaining jurisdiction pursuant to Code of Civil Procedure section 664.6 to enforce its terms.

(b) Should the Court not grant approval of this Agreement, including the payment of the aggregate amount of the Total Settlement Amount as described in this Agreement, then the entirety of this Agreement shall be null and void, but the Parties will use best efforts to obtain approval.

Section 6. Settlement Payment Procedures.

(a) Settlement Group Members Data.

1. No later than thirty (30) calendar days after the Court's approval of this Settlement, Dollar Tree shall provide the Settlement Administrator with a list of the Settlement Group Members (the "Settlement Group Members List").
2. The Settlement Group Members List shall state each Settlement Group Members' (1) first and last name, (2) last known address, (3) last known phone number, (4) Social Security number, and (5) the Covered Pay Periods for each Settlement Group Member.
3. The Settlement Group Members List shall be treated as and remain completely confidential and shall be used solely by the Settlement Administrator to manage the settlement administration process described herein. The Settlement Administrator shall not share or disclose the Settlement Group Members List to Plaintiff's Counsel, Plaintiff, or any other person or entity.

(b) Deposit and Distribution of Settlement Fund.

1. The Agreement will be "Final" upon the occurrence of all of the following events:
 - a. As set forth in Section 2(f)(2) above, filing of the FAC and submission of the Settlement Agreement, to the Court for approval with the Motion for Settlement.
 - b. Filing the Motion for Settlement with the Court, submission of the Motion for Settlement and supporting papers, including this Agreement to the LWDA pursuant to Labor Code § 2699(1)(2).
 - c. Entry of an order and judgment by the Court approving the Settlement. If the Court does not approve filing of the FAC, grant approval of the Settlement without material

modifications, or if the Court's final approval of the Settlement is reversed or materially modified on appellate review, then the Settlement will become null and void. A modification of amounts payable for Plaintiff's Counsel's Fees and Expenses Payment or the PAGA Representative's Payment shall not be deemed a material modification of the Settlement.

d. Occurrence of the Effective Date, defined as the earliest date, following entry by the Court of the Judgment, upon which one of the following has occurred: (i) expiration of all potential appeal periods without a filing of a notice of appeal of the Judgment; (ii) final affirmance of the Judgment by an appellate court as a result of any appeal(s); or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, *certiorari*, etc.) such that the Judgment is no longer subject to further judicial review.

2. No more than five (5) calendar days after the Effective Date, the Settlement Administrator will provide Dollar Tree with wire transfer information.

3. No more than twenty (20) calendar days after the Effective Date, Dollar Tree will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer(s).

4. No more than fourteen (14) calendar days after Dollar Tree transfers the Total Settlement Amount to the Settlement Administrator, the Settlement Administrator shall distribute the Employees' Payment, as described in Section 6(c) below, the Plaintiff's Counsel's Fees and Expenses Payment, subject to any

1 direction by Plaintiff's Counsel as described in Section 3.b, the
2 Settlement Administration Fee, the LWDA Payment, and the
3 PAGA Representative's Payment.

4 5. Before the mailing, the Settlement Administrator shall update the
5 addresses contained in the Settlement Group Members List using
6 the National Change of Address database. If any Settlement
7 Share to a Settlement Group Member is returned as undeliverable,
8 the Settlement Administrator shall search the National Change of
9 Address database again for a more current address of the
10 Settlement Group Member and re-mail the Settlement Share to
11 any alternative or updated address that is located, within five (5)
12 calendar days.

13 6. All payments provided for by this Agreement shall be made by
14 the Settlement Administrator in accordance with this Agreement
15 and the Court's order and judgment approving this Agreement.

16 (c) Distribution of Net Settlement Amount.

17 1. Seventy Five Percent (75%) of the Net Settlement Amount shall
18 be paid to the LWDA (the "LWDA Payment").

19 2. Twenty Five Percent (25%) of the Net Settlement Amount
20 ("Employees' Payment") shall be paid to Settlement Group
21 Members as their Settlement Shares. The Settlement Shares shall
22 be treated as civil penalties for purposes of IRS reporting and the
23 Settlement Administrator shall issue a Form 1099 to each
24 Settlement Group Member for his or her Settlement Share.

25 a. The Employees' Payment shall be distributed to each
26 Settlement Group Member based on his or her respective
27 "Settlement Share."
28

b. For purposes of calculating each Settlement Group Member's Settlement Share, each Settlement Group Member will be credited with one (1) unit for each payroll period that he or she was paid wages in California during the Covered Period ("Covered Pay Periods").

c. Each Settlement Group Member's Settlement Share will equal the total Settlement Shares times the ratio of (a) the Settlement Group Member's unit(s) to (b) all Settlement Group Members' units.

3. The Settlement Administrator shall issue to all Settlement Group Members (i) a notice to each Settlement Group Member generally in the form of Exhibit A, attached hereto; (ii) a check for their respective Settlement Share; and (iii) an IRS Form 1099 for their respective Settlement Share.

4. Checks issued to Settlement Group Members shall remain valid for one hundred eighty (180) days after mailing to the Settlement Group Member. If any Settlement Group Members fail to deposit or cash the check for their respective Settlement Shares within one hundred and eighty (180) days after the Settlement Administrator mails the distributions to the Settlement Group Members or the Settlement Share remains unclaimed for any other reason, the Settlement Administrator will send the uncashed amounts to the California State Controller, with the identity of each of the Settlement Group Members to whom the funds belong, to be held for the Settlement Group Members per the California Unclaimed Property Law, and such funds will remain the Settlement Group Members' property to the extent legally applicable.

1 5. The Settlement Administrator shall transmit the LWDA Payment
2 to the LWDA as one lump sum payment.

3 6. If required by the Court, following distribution of the Total
4 Settlement Amount, and transmission of any remaining funds to
5 the Controller of the State, as detailed in Section 6(c)(4) above,
6 the Settlement Administrator shall be responsible for preparing
7 and Plaintiff's Counsel shall file a declaration confirming
8 distribution of the Total Settlement Amount consistent with this
9 Agreement.

10 7. The Settlement Administrator shall be responsible for the tax
11 reporting for all payments made pursuant to this Agreement.

12 (d) Plaintiff, Plaintiff's Counsel, Dollar Tree, and Dollar Tree's Counsel
13 make no representations or warranties with respect to tax consequences
14 of any payment under this Agreement, do not intend anything contained
15 in this Agreement to constitute advice regarding taxes or taxability, and
16 nothing in this Agreement may be relied upon as such. Plaintiff,
17 Plaintiff's Counsel, and Settlement Group Members will be solely
18 responsible for correctly characterizing any compensation received
19 under the settlement on their respective personal income tax returns for
20 tax purposes, and paying all appropriate taxes due and penalties assessed
21 on any and all amounts paid to them under this Settlement. Settlement
22 Group Members will hold the Parties free and harmless from and against
23 any claims resulting from treatment of such payments as non-taxable
24 damages, including the treatment of such payment as not subject to
25 withholding or deduction for payroll and employment taxes.

26
27 **Section 7. No Admission.**

28 This Agreement and compliance with this Agreement shall not be construed

as an admission by Dollar Tree of any liability whatsoever, or as an admission by Dollar Tree of any violations of Plaintiff's or the Settlement Group Members' rights, or any violations of any order, law, statute, duty or contract whatsoever. Dollar Tree specifically disclaims any liability to Plaintiff, any of the Settlement Group Members, the LWDA for any alleged violation of rights, or for any alleged violation of any order, law, statute, duty, or contract.

Section 8. Non-Evidentiary Use.

Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties or their respective counsel, Settlement Group Members, or by a party or their respective counsel in the Litigation or in any other action or proceeding; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any action or proceeding to enforce, construe, or finalize this Agreement as to any person or entity covered by this Agreement.

Section 9. Nullification.

If the Court does not grant approval of the Agreement without material modifications, or if the Court's final approval of the Agreement is reversed or materially modified on appellate review, then this Agreement shall be considered null and void. However, the Parties will make best efforts to satisfy any concerns expressed by the Court, including negotiating in good faith with respect to any suggested modification of the Agreement, to obtain approval for the Settlement. A modification of amounts payable for Plaintiff's Counsel's Fees and Expenses Payment or PAGA Representative's Payment shall not be deemed a material modification of the Settlement.

Section 10. General Release by Plaintiff.

- (a) Upon the approval by the Court of this Agreement, in exchange for her PAGA Representative's Payment, Plaintiff agrees to enter into (i) a written form prepared and approved by Dollar Tree that shall confirm Plaintiff's obligations to report any perceived wage-and-hour issue or California Labor Code violation of which she could become aware of in the future and sent via certified mail to Dollar Tree Legal Department, Attn: Deputy General Counsel, Litigation, 500 Volvo Parkway, Chesapeake, CA 23320; (ii) a standalone, general release in a format acceptable to Dollar Tree, wherein she will release, acquit, and forever discharge Released Parties, or any of them, from any and all known and unknown claims; and (iii) Plaintiff's dismissal of her individual arbitrations against Dollar Tree and Family Dollar, LLC with prejudice. Through Plaintiff's general release, she will waive the protection of Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

- (b) Plaintiff's performance of each of these expectations set forth in this Section 10 is a condition precedent to Plaintiff's receipt of the PAGA Representative's Payment.

Section 11. Confidentiality Preceding Court Approval.

Before filing of the Motion for Settlement, Plaintiff and her attorney will not issue, and have not issued, any press or other media releases or have not had any

1 communication with the press or media or anyone else, other than family members,
2 Plaintiff's financial advisors, retained experts, and vendors related to settlement
3 administration, regarding the Settlement. If, before the filing of the Motion for
4 Settlement, Plaintiff or her attorney discloses to any unauthorized party (a) that a
5 settlement has been reached or (b) any of the terms of the Settlement except as
6 required by law or to effect the Settlement, Defendant may rescind the Settlement,
7 rendering it null and void.

8

9 **Section 12. Voluntariness.**

10 This Agreement is executed voluntarily and without duress or undue
11 influence on the part of or on behalf of any of the Parties, or any other person, firm,
12 or other entity.

13

14 **Section 13. Fair, Adequate, and Reasonable Settlement.**

15 The Parties agree this Settlement is fair and reasonable and will so represent
16 to the Court.

17

18 **Section 14. Amendments.**

19 The terms and provisions of this Agreement may be amended only by a
20 written agreement that is both: (a) signed by Plaintiff, Dollar Tree, Plaintiff's
21 Counsel, and Dollar Tree's Counsel, and (b) approved by the Court. Any waiver of
22 any provision of this Agreement shall not constitute a waiver of any other provision
23 of this Agreement unless expressly so indicated otherwise.

24

25 **Section 15. Assignment.**

26 None of the rights, commitments, or obligations recognized under this
27 Agreement may be assigned by any Party, Settlement Group Member, Plaintiff's
28 Counsel, or Dollar Tree's Counsel without the express written consent of each

1 Party and their respective counsel hereto. The representations, warranties,
2 covenants, and agreements contained in this Agreement are for the sole benefit of
3 the Parties under this Agreement, and shall not be construed to confer any right or
4 to avail any remedy to any other person. Plaintiff expressly warrants that she has
5 not transferred to any person or entity any right or cause of action, or claim released
6 by this Agreement.

7
8 **Section 16. Governing Law.**

9 This Agreement shall be governed, construed, and interpreted, and the rights
10 of the Parties shall be determined, in accordance with the laws of the State of
11 California.

12
13 **Section 17. Entire Agreement.**

14 This Agreement contains the entire understanding of the Parties hereto in
15 respect of the subject matter contained herein. This Agreement supersedes all prior
16 agreements and understandings among the Parties hereto with respect to the
17 Settlement.

18
19 **Section 18. Counterparts.**

20 This Agreement, and any amendments hereto, may be executed in any
21 number of counterparts and any Party and/or their respective counsel hereto may
22 execute any such counterpart, each of which when executed and delivered shall be
23 deemed to be an original and all counterparts taken together shall constitute one and
24 the same instrument. It shall not be necessary in making proof of this Agreement or
25 any counterpart hereof to produce or account for any of the other counterparts. A
26 facsimile, scanned or digital signature, including DocuSign, shall be treated as an
27 original signature for all purposes.

Section 19. Dispute(s).

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

Section 20. Judgment and Continuing Jurisdiction.

The Parties agree that pursuant to Code of Civil Procedure section 664.6, this Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing equity jurisdiction over the Litigation and over all Parties and Settlement Group Members to interpret and enforce the terms, conditions, and obligations of the Agreement. Plaintiff's Counsel shall submit a copy of the order approving this Agreement and a copy of any other order providing for or denying an award of civil penalties with prejudice to the LWDA within ten (10) days after entry of the order, in compliance with California Labor Code section 2699(1)(3). If Plaintiff fails to satisfy this condition in strict compliance with section 2699(1)(3) of the California Labor Code, the Settlement shall be voidable at Dollar Tree's option.

Section 21. Waiver of Right to Appeal.

Provided the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiff, Dollar Tree, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The Parties agree there is no statutory right for any Settlement Group Member to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no

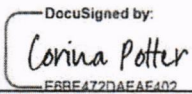
right or opportunity for any Settlement Group Member to appeal the approval of the Settlement by the Court. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings, and does not include an appeal by Plaintiff to a reduction of the requested Plaintiff's Counsel's Fees and Expenses Payment. If an appeal is taken, the time for consummating this Settlement (including making payments under this Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final.

IN WITNESS WHEREOF, the Parties, Plaintiff's Counsel, and Dollar Tree's Counsel have executed this Agreement on the last date set forth below.

**APPROVED AND
ACCEPTED.**

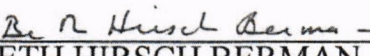
Dated: July 17^{Cmp}, 2024

PLAINTIFF CORINA POTTER:

By: 
CORINA POTTER

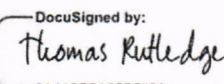
Dated: July 18, 2024

DEFENDANT DOLLAR TREE STORES,
INC.:

By: 
BETH HIRSCH BERMAN
DEPUTY GENERAL COUNSEL

Dated: July 17, 2024

COUNSEL FOR POTTER:

By: 
THOMAS D. RUTLEDGE

1 Dated: July 17, 2024

COUNSEL FOR DOLLAR TREE STORES,
INC.:

2
3
4 By: 

RYAN D. DERRY