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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA

ANNETTE DEARING, an individual,
REBECCA TAYLOR, an individual,
JANETTE TELLO, an individual, on behalf of
themselves, and on behalf of all others
similarly situated;

Plaintiffs,

vs.

LOVE'S COUNTRY STORES OF
CALIFORNIA, a California corporation; and
DOES 1 through 50,

Defendants.

Case No. MCV090813

**(PROPOSED) JUDGMENT AND ORDER
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEY'S
FEES AND COSTS, AND SERVICE
PAYMENTS**

(Filed Concurrently with Supporting
Declarations and [Proposed] Judgment and
Order)

Date: July 27, 2026
Time: 8:30 a.m.
Judge: Hon. Michael J. Jurkovich
Dept.: 411B

Action Filed: November 28, 2023
Trial Date: Not Set

Tiffany Luu appeared remotely for Plaintiff Dearing. Nicole Barvie appeared remotely for Plaintiff Taylor. Hallie Von Rock appeared remotely for Plaintiff Tello. Sheena Alves appeared remotely for Defendant Loves.

The unopposed motion of Plaintiffs Annette Dearing, Rebecca Taylor and Jeanette Tello (collectively, “Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”) with Defendant Love’s Country Stores of California (“Defendant”), attorney’s fees and costs, service payments, and the expenses of the Administrator duly came on for hearing on July 27, 2026 before the Honorable Michael J. Jurkovich.

I. FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.
2. This Court has jurisdiction over the subject matter of this litigation pending before the Superior Court for the State of California, in and for the County of Madera, and over all Parties to this litigation, including the Class.
3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of Two Million Eight Hundred Ninety-Three Thousand Three Hundred Ninety-Nine Dollars and Three Cents (\$2,893,399.03) and the terms set forth in the Agreement are fair, reasonable, and adequate.
4. The Court further finds that the Settlement was the result of arm’s length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On April 2, 2026, the Court granted preliminary approval of the Settlement. At this same time, the Court approved conditional certification of the Class for settlement purposes only.

Notice to the Class

6. In compliance with the Preliminary Approval Order, the Court-approved Class Notice was mailed by first class mail to members of the Class at their last-known addresses on or about May 12, 2026. Mailing of the Class Notice to their last-known addresses was the best notice practicable under

the circumstances and was reasonably calculated to communicate actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to the Class Members fully and accurately informed the Class Members of all material elements of the proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members adequate instructions and a variety of means to obtain additional information.

7. The Response Deadline for opting out or submitting written objections to the Settlement was June 26, 2026, which for re-mailings was extended by fourteen (14) days. There was an adequate interval between notice and the deadline to permit Class Members to choose what to do and to act on their decision. A full and fair opportunity has been afforded to the Class Members to participate in this hearing, and all Class Members and other persons wishing to be heard have had a full and fair opportunity to be heard. Class Members also have had a full and fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines that all Class Members who did not timely and properly submit a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

Fairness of the Settlement

8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48 Cal.App.4th 1794, 1801 (1996).

(a) The settlement was reached through arm's-length bargaining between the Parties during an all-day mediation before Steven Rottman, Esq., an experienced mediator of wage and hour class actions. There has been no collusion between the Parties in reaching the Settlement.

(b) Plaintiffs' and their counsel's investigation and discovery have been sufficient to allow the Court and counsel to act intelligently.

(c) Counsel for all Parties are experienced in similar employment class action litigation. Plaintiffs' counsel recommended approval of the Agreement.

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1 (d) No Class Members objected to the Settlement. Only one Class Member, Nikolai
2 Giancarlo Serrano, requested exclusion from the Settlement.

3 (e) The participation rate was high. 3,455 Class Members will be mailed a settlement
4 payment, representing 99.97% of the overall Class.

5 9. The consideration to be given to the Class Members under the terms of the Agreement is
6 fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in this
7 action and is fair, reasonable and adequate compensation for the release of Class Members' claims,
8 given the uncertainties and significant risks of the litigation and the delays, which would ensue from
9 continued prosecution of the action.

10 10. The Agreement is approved as fair, adequate and reasonable and in the best interests of
11 the Class Members.

12 **Attorneys' Fees and Costs**

13 11. An award of \$964,466.34 for attorney's fees, representing one-third of the Gross
14 Settlement Amount, and \$39,895.46 for litigation costs and expenses, is reasonable, in light of the
15 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved
16 by Class Counsel. The requested award has been supported by Class Counsel's lodestar and billing
17 statements.

18 **Class Representative Service Payments**

19 12. The Agreement provides for a Class Representative Service Payments of not more than
20 \$10,000 to each of the three Plaintiffs, subject to the Court's approval. The Court finds that Class
21 Representative Service Payments in the amount of \$10,000.00 to each Plaintiff is reasonable in light of
22 the risks and burdens undertaken by the Plaintiffs in this litigation, for their time and effort in bringing
23 and prosecuting this matter on behalf of the Class, and for their execution of a general release.

24 **Settlement Administration Expenses**

25 13. The Administrator shall calculate and administer the payment to be made to the Class
26 Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class
27 Representative Service Payments to the Plaintiffs, issue all required tax reporting forms, calculate
28 withholdings and perform the other remaining duties set forth in the Agreement. The Administrator has

documented \$29,990 in fees and expenses, and this amount is reasonable in light of the work performed by the Administrator.

PAGA Penalties

14. The Agreement provides for a PAGA Penalties out of the Gross Settlement Amount of \$100,000, which shall be allocated \$75,000 to the Labor & Workforce Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and \$25,000 to be distributed to the Aggrieved Employees and allocated by (a) dividing the amount of the Aggrieved Employees’ twenty-five percent (25%) share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. “Aggrieved Employees” means all non-exempt employees who are or previously were employed by Defendant and who performed work in California during the PAGA Period (January 6, 2022 through September 30, 2025).

15. Pursuant to Labor Code Section 2699, subdivision (1)(2), the LWDA was provided notice of the Agreement and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

II. ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The Class is certified for the purposes of settlement only. The Class is hereby defined as follows: All non-exempt employees who are or previously were employed by Defendant and who performed work in California during the Class Period. The “Class Period” is May 26, 2021 through September 30, 2025.

2. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion (“opt out”) from the Class. No Class Member submitted a request for exclusion.

3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class.

4. Defendant shall fully fund the Gross Settlement Amount of \$2,893,399.03, and also fund the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to the

1 Administrator no later than fourteen (14) days of this Final Approval Order and Judgment.

2 5. Class Counsel are awarded attorneys' fees in the amount of \$964,466.34 and costs in the
3 amount of \$39,895.46. Class Counsel shall not seek or obtain any other compensation or reimbursement
4 from Defendant, Plaintiffs or members of the Class. The attorney's fee award is broken down as broken
5 down as \$385,786.54 to Justice for Workers, P.C., \$482,233.17 to Barvie Law, APC, and \$96,446.63 to
6 Aiman Smith & Marcy. The litigation costs award is broken down as \$14,942.99 to Justice for Workers,
7 P.C., \$18,445.93 to Barvie Law, APC, and \$6,506.54 to Aiman Smith & Marcy

8 6. The payment of Class Representative Service Payments in the amount of \$10,000.00 to
9 each of the Plaintiffs is approved.

10 7 The payment of \$29,990.00 to the Administrator for their fees and expenses is approved.

11 8. The PAGA Penalties of \$100,000.00 is approved to be distributed in accordance with the
12 Agreement.

13 9. Pursuant to Labor Code Section 2699, subdivision (1)(2), Class Counsel shall submit a
14 copy of this Final Approval Order and Judgment to the LWDA within ten (10) days after its entry.

15 10. Neither the Agreement nor this Settlement is an admission by Defendants, nor is this
16 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
17 wrongdoing by Defendants or that this Action is appropriate for class or representative treatment (other
18 than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
19 document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or
20 may be used as an admission by or against Defendants of any fault, wrongdoing or liability whatsoever.
21 The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto,
22 shall not in any event be construed as, or deemed to be evidence of, an admission or concession with
23 regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file
24 in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any
25 other papers and records on file in the Action as evidence of the Settlement to support a defense of *res*
26 *judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
27 the Released Class Claims and/or Released PAGA Claims.

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11. Notice of entry of this Final Approval Order and Judgment shall be given to all Parties by Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to individual Class Members.

12. If the Agreement does not become final and effective in accordance with the terms of the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action.

IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

1. Except as set forth in the Agreement and this Final Approval Order and Judgment, Plaintiffs, and all members of the Class, shall take nothing in the Action.

2. The Court shall retain jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

3. All Parties shall bear their own attorneys' fees and costs, except as otherwise provided in the Agreement and in this Final Approval Order and Judgment.

4. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

(a) All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged based upon the facts alleged, in the Operative Complaint which occurred during the Class Period, including, any and all claims, actions, and causes of action, arising during the Class Period, for: (1) failure to pay

wages, including minimum wages, for all time worked pursuant to California Labor Code Sections 1194, 1197, and 1197.1 and the IWC Wage Orders; (2) failure to pay overtime wages pursuant to California Labor Code Sections 510, 1194, and 1198 and the IWC Wage Orders; (3) failure to provide meal periods pursuant to California Labor Code Sections 226.7 and 512 and the IWC Wage Orders, or to properly provide meal period premium payments; (4) failure to provide recovery and rest periods pursuant to California Labor Code Sections 226.7 and 512 and the IWC Wage Orders, or to provide recovery and rest period premium payments; (5) failure to pay all wages owed at termination pursuant to California Labor Code Sections 201-203 and the IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code Section 226(a) and the IWC Wage Orders; (8) failure to reimburse all necessary business expenses pursuant to California Labor Code Sections 2800 and 2802 and the IWC Wage Orders; and (9) violations of California Business & Professions Code Sections 17200, *et seq.* Except as set forth in this paragraph, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

(b) All Aggrieved Employees and the State of California and LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA claims pled or could have been pled based on the factual allegations contained in the Operative Complaint and PAGA Notices sent by Plaintiff that occurred during the PAGA Period, including PAGA claims for violations of California Labor Code Sections 201, 202, 203, 204, 226, 226(a), 226.2, 226.3, 226.7, 227.3, 232, 234, 246 *et. seq.* 510, 512(a) 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, and 2802. Except as set forth in this paragraph, the Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

1 (c) Plaintiffs and their respective former and present spouses, representatives, agents,
2 attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties
3 from all claims, transactions, or occurrences that occurred during the Class Period, including, but not
4 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained,
5 in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged
6 based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice ("Plaintiffs' Release").

7 (d) Plaintiffs Taylor and Dearing's Waiver of Rights Under Civil Code Section 1542.
8 For purposes of Plaintiffs Rebecca Taylor and Annette Dearing's Releases, Plaintiffs expressly waive
9 and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code,
10 which reads:

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

16 (e) Carved out from the Released Class Claims are Plaintiff Janette Tello's individual
17 claims, included in Causes of Action Ten through Sixteen in her Complaint filed in San Bernardino
18 Superior Court, Case No. CIVVS2400177.

19 5. For any Class Member whose Individual Class Payment check or Individual PAGA
20 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds
21 represented by such checks to *cy pres* recipient Children's Miracle Network Hospitals and comply with
22 Code of Civil Procedure Section 384.

23 6. The Court hereby enters judgment in the entire Action as of the filing date of this Order
24 and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Order
25 and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation,
26 implementation, and enforcement of the Settlement and all orders entered in connection therewith
27 pursuant to California Code of Civil Procedure Section 664.6.

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1 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
2 **ORDERED.**

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4 Dated: 07/27/2026



5 _____
6 Hon. Michael J. Jurkovich
7 Judge of the Superior Court of California

8 **The electronic signature and seal on**
9 **this document have the same validity**
10 **and legal force and effect as an original**
11 **signature and court seal. California**
12 **Government Code §68150(g).**