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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

**DECLARATION OF WILLIAM C. SUNG
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, ATTORNEY'S
FEES AND COSTS, AND SERVICE
PAYMENTS**

(Filed concurrently with Motion for Final
Approval; 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

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been admitted
3 to practice before this Court. I am an attorney with the law firm of Justice for Workers, P.C., counsel of
4 record for Plaintiffs in this action.

5 2. I have personal knowledge of the matters stated herein and if called and sworn as a
6 witness, I would and could competently testify under oath thereto.

7 3. Enclosed as **Exhibit 1** is a true and correct copy of the Class Action and PAGA
8 Settlement Agreement (the “Agreement” or “Settlement Agreement”).

9 **THE SETTLEMENT TERMS ARE FAIR, ADEQUATE, AND REASONABLE**

10 4. In connection with mediation, the Parties engaged in informal discovery. Defendants
11 produced (1) a class list with employee numbers, dates of employment, location worked, position, and
12 average hourly rate; (2) a random 25% sampling of employee time and payroll records exported on
13 Excel; (3) Defendant’s employee handbook and relevant standalone policies and procedures, including
14 pay codes; and (4) Plaintiffs’ personnel files and wage statements.

15 5. In preparation for mediation, Class Counsel engaged and work with an expert data
16 scientist, Berger Consulting Group, to conduct a comprehensive analysis and extrapolation of the payroll
17 and timekeeping data produced by Defendants to create a detailed exposure analysis for all claims at
18 issue. This discovery and analysis allowed the Parties to assess the merits and value of Plaintiffs’ claims,
19 the chances of certification of Plaintiffs’ claims, and Defendants’ potential defenses.

20 6. On June 9, 2025, the Parties participated in a full-day mediation with Steven Rottman,
21 Esq. a well-respected wage and hour class action mediator. During mediation, the Parties vigorously
22 debated their opposing legal positions, the likelihood of certification of Plaintiffs’ claims, and the legal
23 basis for the claims and defenses. The Parties ultimately reached a tentative class and PAGA settlement
24 with the assistance of a mediator’s proposal and then finalized the terms of the Settlement and executed
25 Agreement now before the Court.

26 7. Based on the data provided by Defendant, Class Counsel performed a comprehensive
27 damage analysis and calculated a range of potential damages and penalties. Class Counsel estimated that
28 the potential realistic recovery for the Class would be approximately \$4,317,330.63. The proposed

1 Settlement of the original Gross Settlement Amount of \$2,750,000.00 represented approximately
2 63.70% of the reasonably forecasted recovery for the Class. Final approval is appropriate since the
3 Settlement will provide significant monetary relief to the Class, which is consistent with what Class
4 Counsel believe could have been recovered had the case proceeded through trial.

5 **ATTORNEY QUALIFICATIONS**

6 8. My qualifications are as follow: I received my J.D. from the University of Southern
7 California Gould School of Law in 2011. During law school, I served as the Senior Content Editor on
8 the Southern California Law Review where I published the article: *Taking the Fight Back to Title VII: A*
9 *Case for Redefining “Because of Sex” to Include Gender Stereotypes, Sexual Orientation, and Gender*
10 *Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law school, I also served as
11 a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and U.S. Bankruptcy Court Judge,
12 Hon. Ernest M. Robles; served as a law clerk to the General Counsel of JM Eagle; and participated in
13 the law school’s Employer Legal Advice Clinic.

14 9. After passing the California Bar in December 2011, I began practicing management-side
15 employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I began
16 focusing my practice at Lewis Brisbois on representing employers in wage and hour class and PAGA
17 action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of Lewis
18 Brisbois’ Wage & Hour Class Action Practice Group. In November 2020, I was elevated as the Co-
19 Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the youngest
20 attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity partner,
21 becoming one of the youngest equity partners and the third Asian-American equity partner in the history
22 of this 1,500-attorney firm. During my tenure as a wage and hour class action defense attorney, I have
23 represented employers in over 80 wage and hour class and/or PAGA action lawsuits.

24 10. In July 2023, I joined Justice for Workers, P.C. (“JFW”) and began heading its Complex
25 Litigation Practice Group where I focus my practice on representing employees in wage and hour class
26 and PAGA action lawsuits.

27 11. In my current practice at JFW, I serve as the lead plaintiff’s counsel on over 100 pending
28 class and/or PAGA actions. In addition to this matter, my team and I have resolved over 70 other class

1 and/or PAGA actions at mediation. The following are cases in which I have received final approval of
2 class action settlement and I was appointed as class counsel: *Chelsey Richardson, et al. v. Telecare*
3 *Corporation*, Stanislaus County Superior Court Case No. CV-24-006292, final approval of class/PAGA
4 settlement granted on June 1, 2026; *Juan Carlos Castellanos v. MG Drywall Construction, Inc.*, Los
5 Angeles Superior Court Case No. 24STCV03488, final approval of class/PAGA settlement granted on
6 May 27, 2026; *Doris Nathan v. The Muller Company, LLC*, Los Angeles Superior Court Case No.
7 23STCV24395, final approval of class/PAGA settlement granted on April 30, 2026; *Cody Yandell v.*
8 *Iron Delta Security*, Los Angeles Superior Court Case No. 24STCV07830, final approval of
9 class/PAGA settlement granted on April 27, 2026; *Darcy Nuber v. Fever Labs, Inc.*, Los Angeles
10 Superior Court, Case No. 23STCV21796, final approval of class/PAGA settlement granted on March
11 30, 2026; *Cesar Tate v. St. Distributing Co., LLC*, Los Angeles Superior Court Case No. 23STCV22743,
12 final approval of class/PAGA settlement granted on February 11, 2026; *Andrew Carmona v. Western*
13 *Holdings Group dba Los Angeles Property Management Group*, Los Angeles Superior Court, Case No.
14 23STCV24028, final approval of class/PAGA settlement granted on January 29, 2026; *Poul Bedri v.*
15 *City of Hope National Medical Center*, Los Angeles Superior Court, Case No. 23STCV23713, final
16 approval of class/PAGA settlement granted on January 28, 2026; *Irene Eunhee Ikuta v. TAKEE*
17 *International, Inc.*, Los Angeles Superior Court, Case No. 23STCV21120, final approval of class/PAGA
18 settlement granted on January 22, 2026; *Amourafina Burton v. Trove Recommerce, Inc.*, San Mateo
19 Superior Court, Case No. 23-CIV-06108, final approval of class/PAGA settlement granted on January 9,
20 2026; *Shayne Werber v. Teleferic Barcelona*, Los Angeles Superior Court Case No. 23STCV25517,
21 final approval of class/PAGA settlement granted on December 17, 2025; *Linda Salazar Ayala v. Applied*
22 *Membranes, Inc.*, San Diego Superior Court Case No. 37-2023-00054420-CU-OE-CTL, final approval
23 of class/PAGA settlement granted on December 5, 2025; *Justin Le, et al. v. Dragonfly Tea Bar LLC, et*
24 *al.*, Los Angeles Superior Court Case No. 23STCV26247, final approval of class/PAGA settlement
25 granted on October 29 2025; *Ryan Lukman v. Safe Haven Security Services, LLC*, Riverside County
26 Superior Court, Case No. CVRI2400777, final approval of class/PAGA settlement granted on October 1,
27 2025; *Amaya Nelson v. Clair Global Corp.*, Los Angeles Superior Court, Case No. 24STCV14597, final
28 approval of class/PAGA settlement granted on May 22, 2025; *Jose Regalado v. United Markets*, Marin

County Superior Court Case No. CV0001169, final approval of class/PAGA settlement granted on August 29, 2025; *Mushfiqur Chowdhury v. CWT US, LLC*, Los Angeles Superior Court Case No. 23STCV25373, final approval of class/PAGA settlement granted on August 22, 2025; *Pedro Hernandez v. Edmund A. Gray Co.*, Los Angeles Superior Court Case No. 24STCV04118, final approval of class/PAGA settlement granted on August 19, 2025; *Alexis Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles Superior Court Case No. 23STCV21174, final approval of class/PAGA settlement granted on July 3, 2025; *Randall Bachman v. Geodis Logistics LLC*, Riverside Superior Court, Case No. CVRI2400956, final approval of class/PAGA settlement granted on June 25, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San Benito Superior Court Case No. CU-23-00249, final approval of class/PAGA settlement granted on May 7, 2025; *Norma Borquez v. Smart Metals Recycling LLC*, Yolo Superior Court Case No. CV2024-0050, final approval of class/PAGA settlement granted on April 4, 2025; *Juan Hinojos Campos v. Applied Technology Group, Inc.*, Kern Superior Court Case No. BCV-23-103067, final approval of class/PAGA settlement granted on March 11, 2025; *Dennisha Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court Case No. CVRI2305600, final approval of class/PAGA settlement granted on December 18, 2024.

THE RISKS INHERENT IN CONTINUED LITIGATION FAVOR FINAL APPROVAL

12. Here, Defendant has presented defenses to all of Plaintiffs' claims and theories of liability. For example, Plaintiffs alleged that Defendant failed to properly factor various types of non-discretionary incentive compensation, including monthly and quarterly incentives and employee recognition points which are redeemable for merchandise, into the regular rate. In response, Defendant argued, as reflected in the payroll records, it correctly calculated the regular rate on monthly and quarterly incentive compensation and that the employee recognition points need not be factored into the regular rate. Defendant further argued that Plaintiffs' damages are grossly inflated and Plaintiffs cannot certify a class because the vast majority of Class Members signed enforceable arbitration agreements with class action waivers (the arbitration defense applies to all of Plaintiffs' claims).

13. Plaintiffs alleged that they sometimes worked off the clock without pay because their managers did not want them to record too many overtime hours. In response, Defendant argued it has compliant policies that prohibit working off the clock and require all employees to receive wages for all

1 hours worked. Defendant points to the fact that, during the Class Period, Defendant paid Class Members
2 over \$3 million in overtime wages and over \$60,000 in double time wages. Defendant thus contended
3 that Plaintiffs' off-the-clock work claim is individualized and not suited for class certification.

4 14. Plaintiffs claimed they were sometimes unable to take compliant meal and rest periods
5 due to their workload and were not paid all meal and rest premiums due. Defendant countered that it
6 maintained compliant meal and rest period policies and practices throughout the Class Period and
7 always provided compliant meal and rest periods in line with those policies; it paid more than \$500,000
8 in meal period premiums and more \$550,000 in rest period premiums during the Class Period as
9 evidence of their superior meal and rest period compliance practices; and Plaintiffs' meal and rest claims
10 are not suited for class certification due to numerous individualized inquiries.

11 15. Plaintiffs alleged they had to use their personal cellphones for work. Defendant argued
12 that Class Members work at travel truck stops and had no reason to use their personal cellphones for
13 work, and this claim is not suited for class certification since individual inquiries would be needed to
14 assess why employees used their cellphones and whether the cellphone usage was required or merely out
15 of their own convenience.

16 16. As to Plaintiffs' derivative claims for wage statement and waiting time penalties,
17 Defendant argues that it possessed strong, good faith defenses to Plaintiffs' underlying claims and these
18 claims cannot meet the willfulness standard in Labor Code § 203 or the knowing and intentional
19 standard in Labor Code § 226(e). Defendant relied on the California Supreme Court decision in *Naranjo*
20 *v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056, 1065, which held that an employer's good-
21 faith defenses precludes a "willfulness" finding under Labor Code § 203 and a "knowing and
22 intentional" finding under Labor Code § 226(e) for the imposition of penalties.

23 17. The PAGA cause of action is similarly derived from underlying claims for unpaid wages
24 and meal and rest period premiums. In addition to Defendant's defenses on the merits as discussed
25 above, Defendant also asserted that the Court would drastically reduce any award of PAGA penalties as
26 "confiscatory."

27 18. The risks of this case were weighed by Class Counsel and should be considered a
28 significant factor by the Court in its determination of final approval. Class Counsel obtained a very

1 substantial settlement for the Class that resulted in a fair recovery which at the same time provides for
2 finality and no risk of costs by the Class Members or the Class Representative. The Settlement also
3 affords the Class prompt, fair relief, while avoiding significant legal and factual battles that otherwise
4 may have prevented the Class from obtaining any recovery at all. While Class Counsel believe the Class
5 Members' claims are meritorious and can be successfully litigated, they are experienced and fully
6 understand the inherent risks and uncertainty involved with such matters as the resolution of class
7 certification, the outcome of a potential trial, and the outcome of any appeals that would inevitably
8 follow should the Class prevail at trial. Class Counsel have also assessed the same risks in connection
9 with the current settlement. Because the Settlement provides immediate and substantial relief, without
10 the attendant risks and delay of continued litigation—not to mention the threat of litigation fees and
11 costs—Class Counsel believe that the Settlement warrants the Court's final approval.

12 19. Based on my experience in litigating and resolving class and PAGA representative
13 actions, I believe the Settlement is fair, reasonable, and adequate, and in the best interest of the Class as
14 a whole.

15 **THE REQUESTED ATTORNEY'S FEES AND COSTS SHOULD BE APPROVED**

16 20. In assessing the reasonableness of the billing rates for the attorneys at Justice for
17 Workers, P.C., the firm refers to the "Laffey Matrix" to set hourly billing rates. *See*
18 <http://www.laffeymatrix.com>. The Laffey Matrix is a fee schedule used by many courts throughout the
19 United States, including some California state courts and federal district Courts. The Laffey Matrix is a
20 well-established objective source that California courts have relied on in assessing hourly rates since
21 2005. *See In Re HPL Technologies, Inc. Securities Litigation* (N.D. Cal. 2005) 366 F.Supp.2d 912, 921
22 (confirming use of the Laffey Matrix adjusted to account for locality pay differentials); *Rubalcaba v.*
23 *Albertson's, LLC* (Cal. Super. Ct. May 25, 2017) No. BC528755, 2017 WL 4330597, at *4 (reversed on
24 other grounds). When comparing the billing rates for attorneys at Justice for Workers, P.C. with the
25 Laffey Matrix, the attorneys either bill at or below the rate for similarly skilled and tenured legal
26 professionals.

27 21. As of the execution of this Declaration, attorneys at Justice for Workers, P.C. incurred
28 lodestar totaling \$258,310.00 and 317.5 attorney hours in this matter. I have reviewed my firm's lodestar

in this matter and believe the charges are reasonable and were reasonably necessary to the conduct of the case. The lodestar is itemized in the following table:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (15 th Year Attorney)	\$1,019	\$900	239.1	\$215,190.00
Tiffany L. Luu (5 th Year Attorney)	\$625	\$550	78.4	\$43,120.00
		TOTAL	317.5	\$258,310.00

22. The work performed by Class Counsel include, but are not limited to, numerous meetings with Plaintiffs regarding their work experience and status of the litigation, mediation, settlement, and settlement approval; extensive research and analysis into Defendant's corporate background and litigation history, liability theories, and defenses to Plaintiff Dearing's arbitration agreement; review and analysis of significant amount of documents produced by Defendant via formal discovery and informal pre-mediation production; extensive telephonic and written meet and confer conferences with Defendant's counsel regarding enforceability of Plaintiff Dearing's arbitration agreement, case management, mediation, settlement documents, and settlement approval; extensive meet and confer conferences between Class Counsel regarding joint prosecution, mediation, settlement, and settlement approval, analyzing and recreating Defendant's regular rate analysis based on Plaintiffs' records; preparation and submission of Plaintiffs' PAGA notice letters; preparation of the Complaints and status conferences; drafting written discovery requests; working with an expert data scientist to analyze the records, and preparation of a damages model; conducting independent analysis of the pre-mediation to verify the expert's analysis; research and preparation of Plaintiffs' mediation brief and participation in mediation; negotiating multiple drafts of the Memorandum of Understanding, Agreement, and attachments thereto; research, preparation, finalization, and filing Motion for Preliminary Approval, Motion for Final Approval, and accompanying filings; preparing for and attending hearings on these Motions; and overseeing the notice administration process and distribution of funds; communications with Class Members regarding the Settlement, notice administration, and settlement approval.

23. Additionally, Class Counsel estimate they will devote no less than 10 hours, although likely more time, to additional tasks, which are hours not included in the foregoing lodestar total. These

1 additional hours will include time spent to obtain and monitor approval of the Settlement and requested
2 awards, oversee the settlement administration process and distribution of funds, respond to inquiries
3 from Class Members, and communicate with Plaintiff regarding the case.

4 24. Thus, Class Counsel's requested fee award of \$964,466.34 represents a **1.40** lodestar
5 multiplier against their lodestar of \$690,731.00.

6 25. In reaching this Settlement, Class Counsel carefully considered the strength of the case
7 versus the amount offered in settlement, as well as the risk, expense, and complexity of maintaining
8 class certification through trial. While Class Counsel is confident about the strength of Plaintiffs' claims,
9 they recognize that Defendant has factual and legal defenses that, if successful, would potentially defeat
10 or substantially impair the value of the lawsuit.

11 26. Thus, continuing to litigate this action would require continued and extensive resources
12 coupled with significant court time to proceed through contested certification, trial, and post-trial
13 motions, which can often take years. Furthermore, wage and hour litigation is complex and expensive,
14 as it often necessitates extensive expert testimony, particularly with regards to damages. But even if
15 Plaintiffs were successful at trial, Class Counsel are acutely aware that a judgment does not end the
16 litigation, and they fully expect that Defendant would likely appeal any judgment. Having litigated every
17 stage of complex wage and hour actions, including trying a class action to verdict, litigating motions for
18 class certification and summary judgment, and briefing and arguing appeals before appellate courts,
19 Class Counsel are acutely aware of these risks.

20 27. All of the cases Justice for Workers accepts and works on are on a contingency basis. My
21 firm does not charge any upfront fees or receive any unless and until the case is either settled or resolved
22 through judgment. My firm invests money in the form of attorney and staff salaries and cost advances
23 including those related to filing fees, depositions, mediations, experts, trial preparation, and trial. As
24 such, there is a tremendous financial risk involved in all of the cases my firm take. This case was no
25 exception.

26 28. Traditionally, employment litigation plaintiffs are unable to pay their attorneys on an
27 hourly basis and thus can obtain representation only if they can find counsel who are willing to accept
28 their case on a contingent basis and agree to advance either all or a significant portion of the costs. At

1 the same time, most plaintiff's attorneys are neither able nor willing to accept such contingent cases
2 unless they can anticipate that they will recover a fee greater than they would have recovered if paid on
3 an hourly basis if they prevail after time-consuming and expensive litigation. Plaintiffs' attorneys,
4 especially in class actions, face the risk that even if they are successful in litigating a case through trial,
5 that Defendant could be judgment-proof, raising the possibility that Class would receive no payment at
6 all.

7 29. Finally, in taking this case on a purely contingency basis, Class Counsel had to turn away
8 other fee generating work because the case required Class Counsel to not only devote considerable time
9 and resources to effectively prosecute and settle this action, but also wait until the Settlement is fully
10 funded before finally being made whole.

11 30. To date, Justice for Workers, P.C.'s actual and anticipated litigation costs are \$14,942.99,
12 including future anticipated costs of \$77.06 for filing this Motion, \$14.96 for e-filing a Notice of
13 Remote Appearance for this Motion, \$14.96 e-filing fee for any supplemental brief or amended
14 proposed judgment and order, and \$14.96 for filing the Administrator's declaration re settlement
15 distribution. Enclosed as **Exhibit 2** is a true and correct itemized list of my firm's costs.

16 31. In addition to the invaluable services they provided, Plaintiffs also took a significant risk,
17 both professionally and monetarily, in acting as the Class Representative. Filing a lawsuit against one's
18 employer carries an inherent reputational risk. Given that future employers are much less likely to hire
19 individuals who have filed suit against their prior employer, particularly cases of this nature, Plaintiffs
20 could face negative employment prospects in the future. These risks can deter employees from asserting
21 their rights. Additionally, because the claims alleged by Plaintiffs involved the payment of costs to the
22 prevailing party, Plaintiffs could have possibly faced paying the costs of Defendant had they not
23 prevailed in this action. Despite this, however, Plaintiffs agreed to pursue this case on behalf of the
24 Class. Plaintiffs took such risks upon themselves and the whole Class benefited from this. Class
25 Members did not have to file individual lawsuits and bear the risks of payment of fees and costs if they
26 did not prevail, nor did they have to face the potential for retaliation and not getting future employment
27 had they filed a lawsuit which is a public record. Moreover, there were no objections by any Class
28 Member to the proposed Class Representative Service Payments.

1 32. On June 30, 2026, I served the LWDA with the Court's Order Granting Preliminary
2 Approval, this Motion, the Proposed Judge and Order, and supporting declarations via online filing.
3 Enclosed as **Exhibit 3** is a true and correct copy of the LWDA's filing confirmation.

4 I declare, under penalty of perjury under the laws of the State of California, that the foregoing is
5 true and correct.

6 Executed on June 30, 2026 at Los Angeles, California.

7
8 

9 _____
William C. Sung

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Rebecca Taylor, Annette Dearing and Janette Tello (“Plaintiffs”) and defendant Love’s Country Stores of California, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means the Plaintiffs’ lawsuits alleging wage and hour violations against Defendant captioned:
 - (a) *Rebecca Taylor v. Love’s County Stores of California*, Case No. CIVSB2306560 initiated on March 14, 2023 and pending in Superior Court of the State of California, County of San Bernardino;
 - (b) *Annette Dearing v. Love’s County Stores of California*, Case No. MCV090813 initiated on January 30, 2024 and pending in Superior Court of the State of California, County of Madera;
 - (c) *Janette Tello v. Love’s County Stores of California*, Case No. CIVVS2400177 initiated on July 23, 2024 and pending in Superior Court of the State of California, County of San Bernardino;
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all non-exempt employees who are or previously were employed by Defendant and who performed work in California at any time during the PAGA Period.
- 1.5. “Class” means all non-exempt employees who are or previously were employed by Defendant and who performed work in California at any time during the Class Period.
- 1.6. “Class Counsel” means Barvie Law, APC, Justice for Workers and Aiman-Smith & Marcy.

- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from May 26, 2021 through September 30, 2025.
- 1.14. “Class Representative” means the named Plaintiffs in the Operative Complaints in the Action seeking Court approval to serve as a Class Representatives.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiffs as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by Plaintiffs Taylor and

Dearing.

- 1.16. "Court" means the Superior Court of California, County of Madera.
- 1.17. "Defendant" means Love Country Stores of California.
- 1.18. "Defense Counsel" means Dinsmore & Shohl, LLP.
- 1.19. "Effective Date" means the date by when both of the following have occurred the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. "Final Approval" means the Court's order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. "Gross Settlement Amount" means Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code Section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code Section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “Operative Complaints” means the initial complaints filed and any subsequent amendments thereto in *Annette Dearing, an individual and on behalf of all others similarly situated v. Love’s Country Stores of California, a California corporation*, filed in Madera Court Superior Court, Case No.: MCV090813; *Rebecca Taylor, an individual, on behalf of the State of California and all similarly-aggrieved employees v. Love’s Country Stores of California, a California corporation*, filed in San Bernardino Superior Court, Case No.: CIVSB2306560; and *Jeanette Tello, individually and on behalf of all others similarly situated v. Love’s Country Stores of California, a California corporation*, filed in San Bernardino Superior Court, Case No.: CIVVS2400177 and extends to the anticipated Second Amended Complaint forthcoming in *Annette Dearing, an individual and on behalf of all others similarly situated v. Love’s Country Stores of California, a California corporation*.
- 1.31. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period of time from January 6, 2022 through September 30, 2025.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34. “PAGA Notice” means the Plaintiffs Taylor’s January 6, 2023, Dearing’s November 28, 2023, and Tello’s July 25, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code Section 2699.3, subd.(a).

- 1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$100,000.00), allocated 25% to the Aggrieved Employees (\$25,000.00) and the 75% to LWDA (\$75,000.00) in settlement of PAGA claims.
- 1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion and who has not previously entered into an individual settlement agreement with Defendant which covers the entirety of the Class Period and/or PAGA Period.
- 1.37. "Plaintiffs" means Rebecca Taylor, Annette Dearing and Janette Tello, the named plaintiffs in the Action.
- 1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- 1.39. "Released Class Claims" means all class claims alleged in the Operative Complaints, including (1) Minimum Wage Violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (2) Overtime Wage Violations (Labor Code §§ 204, 510, 1194, 1198); (3) Meal Period Violations (Labor Code §§ 226.7, 512, 558); (4) Recovery and Rest Period Violations (Labor Code §§ 226.7, 516, 558); (5) Wage Statement Penalties (Labor Code § 226); (6) Waiting Time Penalties (Labor Code §§ 201-203); (7) Failure To Reimburse Necessary Business Expenses (Labor Code § 2802); (8) Unfair Competition (Bus & Prof Code §§ 17200, et seq.); and (9) Civil Penalties Under The California Private Attorneys General Act (Labor Code §§ 2698, et seq.), which occurred during the Class Period, including all alleged violations which were or could have been made with respect to causes of action pleaded, code sections and related regulations and guidance including wage orders, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period. In addition to the Released Class Claims above, Plaintiffs Rebecca Taylor and Annette Dearing agree to provide a general release pursuant to Civil Code Section 1542 and therefore release all claims known or unknown arising out of their respective employment(s) unless prohibited by law. Carved out from the Released Class Claims are Plaintiff Janette Tello's individual claims, included in Causes of Action Ten through Sixteen in her Complaint.

Except as expressly set forth in this Agreement, 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. The Released Class Claims do not include any claims that

cannot be released as a matter of law.

- 1.40. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints and the PAGA Notice, which occurred during the PAGA Period. 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, vested benefits, unemployment insurance, social security and claims outside of the PAGA Period.
- 1.41. “Released Parties” means: Defendant and each of its employees, former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries, including Love’s Travel Stop and Country Stores, Inc.
- 1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.
- 1.44. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.45. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least eight hours and which covers a period which is not subject to any individual settlement agreement.

2. RECITALS

- 2.1. On March 14, 2023, Plaintiff Taylor commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of San Bernardino, Plaintiff’s Complaint asserted claims for:
- (a) Civil Penalties Pursuant the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) for violations of Labor Code §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198 and 2802.
- 2.2. On January 30, 2024, Plaintiff Dearing commenced this Action by filing a Complaint

against Defendant in the Superior Court of the State of California, County of Madera, Plaintiff's Complaint asserted claims for:

- (a) Minimum Wage Violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197)
- (b) Overtime Wage Violations (Labor Code §§ 204, 510, 1194, 1198)
- (c) Meal Period Violations (Labor Code §§ 226.7, 512, 558)
- (d) Rest Period Violations (Labor Code §§ 226.7, 516, 558)
- (e) Wage Statement Penalties (Labor Code § 226)
- (f) Waiting Time Penalties (Labor Code §§ 201-203)
- (g) Failure to Reimburse Necessary Business Expenses (Labor Code § 2802)
- (h) Unfair Competition (Bus & Prof Code §§ 17200)
- (i) Civil Penalties under Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA").

Prior to filing a Motion for Preliminary Approval, Plaintiff Dearing will file an amended complaint to include claims for recovery period violations.

2.3. On July 23, 2024, Plaintiff Tello commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Madera, Plaintiff's Complaint asserted claims for:

- (a) Failure to provide rest periods and pay rest period premiums (Lab. Code §§ 226.7, 512; IWC Wage Order No. 7, § 11)
- (b) Failure to provide meal periods and pay meal period premiums (Lab. Code §§ 226.7, 512; IWC Wage Order No. 7, § 12)
- (c) Failure to provide accurate wage statements (Lab. Code § 226)
- (d) Failure to pay all wages due at separation (Lab. Code § 203)
- (e) Failure to reimburse necessary business expenses (Lab. Code § 2802)
- (f) Failure to pay minimum, overtime, and contractual wages (Lab. Code §§ 1194, 1197, 510, 218.5)
- (g) Failure to pay vacation wages (Lab. Code § 227.3)
- (h) Restitution of wages (Bus. & Prof. Code § 17200, et seq.)
- (i) Public injunctive relief (Bus. & Prof. Code § 17200, et seq.)
- (j) Harassment in violation of the FEHA (Gov. Code § 12940 et seq.)
- (k) Discrimination in violation of the FEHA (Gov. Code § 12940 et seq.)
- (l) Retaliation in violation of the FEHA (Gov. Code § 12940 et seq.)
- (m) Failure to prevent harassment, discrimination, and retaliation in violation of the FEHA (Gov. Code § 12940 et seq.)
- (n) Failure to accommodate pregnancy in violation of the FEHA (Gov. Code § 12940 et seq.)
- (o) Failure to engage in timely, good faith, interactive process in violation of the FEHA (Gov. Code § 12940 et seq.)
- (p) Constructive discharge in violation of public policy

- 2.4. Defendant denies the allegations in the Operative Complaints, denies any failure to comply with the laws identified in the Operative Complaints and denies any and all liability for the causes of action alleged.
- 2.5. On June 9, 2025, the Parties participated in an all-day mediation presided over by Steve Rottman, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal, which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.6. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.7. In connection with this Agreement, Plaintiffs agree to file a Second Amended Complaint in the *Dearing* Action to add Plaintiffs Taylor and Tello as named plaintiffs and add the wage and hour claims and theories investigated and encompassed by the *Taylor* and *Tello* Actions and settlement and release above to ensure that all included claims and theories are clearly articulated and covered. Following an opportunity to review and revise the draft Second Amended Complaint, Defendant will stipulate to the filing of the Second Amended Complaint.
- 2.8. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay Two Million Seven Hundred Fifty Thousand Dollars and No Cents (\$2,750,000.00) and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side

payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiff: Class Representatives Service Payment to each Class Representative of not more than Ten Thousand Dollars and No Cents (\$10,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than Sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$916,666.67 and a Class Counsel Litigation Expenses Payment of not more than Sixty-Five Thousand Dollars and No Cents (\$65,000.00). Defendant will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than Sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on

- (c) The Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.
- (d) To the Administrator: An Administration Expenses Payment not to exceed Twenty-Nine Thousand Nine Hundred Ninety Dollars and No Cents \$29,990.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$29,990.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (e) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of One Hundred Thousand Dollars and No Cents (\$100,000) to be paid from the Gross Settlement Amount, with 75% (\$75,000.00) allocated to the LWDA PAGA Payment and 25% (\$25,000.00) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (f) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class

Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of approximately 3,493 Class Members who collectively worked a total of approximately 154,000 Workweeks.
- 4.2. Class Data. Not later than Fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than Fourteen (14) days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within Fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the "void date", which is One Hundred and Eighty (180) days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator

will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within One Hundred and Twenty (120) days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("USPS") forwarding address. Within Seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Children's Miracle Network Hospitals, a 501(c)(3) organization, thereby leaving no "unpaid residue" subject to the requirements of California of Civil Procedure Section 384, subd. (b). Defendant and/or its counsel shall prepare and file all documents and incur all costs necessary to seek court approval of the cy pres distribution to Children's Miracle Network Hospitals and comply with Code of Civil Procedure § 384, including, but not limited to, amending the judgment to pay the sum of the unpaid residue to the cy pres recipient, and working with the Administrator to ensure that any Qualified Settlement Fund account is an interest bearing account and said interest will be added to the re-opened judgment, except that to the extent Plaintiff(s) incur fees or costs as required by the Court, Defendant and/or its counsel will not pay those associated fees and costs. If the Court does not grant approval of cy pres distribution to Children's Miracle Network Hospitals for any reason, then the Administrator shall transmit the funds to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. **RELEASE OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds 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:

6.1. Plaintiffs Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaints (excluding Plaintiff Tello's individual claims, included in the tenth through sixteenth causes of action in her Complaint) and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaints, Plaintiffs Dearing and Tello's PAGA Notice and any amendments thereto ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

- (a) Plaintiffs Waiver of Rights Under Civil Code Section 1542. With the exception of the claims specified in subsection 6.1(b) *infra* as to Plaintiff Janette Tello only, Plaintiffs expressly waive and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

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) Carved out from the Released Class Claims are Plaintiff Janette Tello's individual claims, included in Causes of Action Ten through Sixteen in her Complaint.

6.2. Release by Participating Class Members. 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 the Released Class Claims.

6.3. Release of PAGA Claims. All Aggrieved Employees and the 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 the Released PAGA Claims.

7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions. The parties will stipulate to consolidate the class and PAGA claims in the three actions into the *Dearing* matter.

7.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; and (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code Section 2699.3, subd. (a)), Operative Complaints (Labor Code Section 2699, subd. (l)(1)), this Agreement (Labor Code Section 2699, subd. (l)(2)). In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than Thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.

7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does

not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation Section 468B-1.
- 8.4. Notice to Class Members.
- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
 - (b) Using best efforts to perform as soon as possible, and in no event later than Fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice [with Spanish translation, if applicable] substantially in the form attached to this

Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- (c) Not later than Seven (7) days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional Fourteen (14) days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than Fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional Fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional Fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional Fourteen 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than Seven (7) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator's Declaration. Not later than Seven (7) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- (f) Final Report by Administrator. Within Ten (10) days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least Seven (7) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least Seven (7) days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in Paragraph 4.1 above. If the actual number of workweeks exceeds the estimated total by more than 10%, Defendant may,

at its option, either: (a) purchase the additional workweeks on a pro rata basis, or (b) limit the release period to end as of the date on which the 10% cushion is exceeded. Defendant shall inform Class Counsel of its election prior to the hearing on Plaintiffs' Motion for Preliminary Approval.

10. DEFENDANT'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than Seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than Sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code Section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than Five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under CCP Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under CCP Section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaints have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no

bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon

the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code Section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than Ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant.

13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

13.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Barvie Law, APC Nicole Barvie, Esq. 550 W B Street, Fourth Floor, San Diego, CA 92101 Tel: (858) 255-0928 nicole@barvielaw.com	Justice for Workers William Sung, Esq. 3600 Wilshire Blvd., Ste, 1815 Los Angeles, Ca 92683 Tel: (323) 285-5511 william@husticeforworkers.com	Aiman-Smith & Marcy Hallie Von Rock 7677 Oakport Street, Suite 1000 Oakland, CA 94621 Tel: (510) 519-1018 hvr@asmlawyers.com
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To Defendant:

Caroline G. Massey, Esq.
Sheena A. Alves, Esq.
Dinsmore & Shohl, LLP
655 West Broadway, Suite 800
San Diego, CA 92101
Tel: (619) 400-0462
Fax: (619) 400-0501
E-Mails: Caroline.Massey@Dinsmore.com
Sheena.Alves@Dinsmore.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP Section 583.330 to extend the date to bring a case to trial under CCP Section 583.310 for the entire period of this settlement process from the mediation on June 9, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 11 / 21 / 2025



Plaintiff Rebecca Taylor

Dated: _____

Plaintiff Annette Dearing

Dated: _____

Plaintiff Janette Tello

Dated: _____

Larry Dixon
For Defendant Love's Country Stores of California

Dated: 11 / 21 / 2025



Class Counsel – Barvie Law, APC

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Rebecca Taylor

Dated: 11 / 21 / 2025
Annette Dearing
Plaintiff Annette Dearing

Dated: _____
Plaintiff Janette Tello

Dated: _____
Larry Dixon
For Defendant Love's Country Stores of California

Dated: _____
Class Counsel – Barvie Law, APC

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP Section 583.330 to extend the date to bring a case to trial under CCP Section 583.310 for the entire period of this settlement process from the mediation on June 9, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Rebecca Taylor

Dated: _____
Plaintiff Annette Dearing

Dated: 11/21/2025

Janette Tello (Nov 21, 2025 13:31:39 PST)
Plaintiff Janette Tello

Dated: _____
Larry Dixon
For Defendant Love's Country Stores of California

Dated: _____
Class Counsel – Barvie Law, APC

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Rebecca Taylor

Dated: _____
Plaintiff Annette Dearing

Dated: _____
Plaintiff Janette Tello

Dated: 11/21/2025

Larry Dixon
For Defendant Love's Country Stores of California

Dated: _____
Class Counsel – Barvie Law, APC

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14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 11 / 21 / 2025



Plaintiff Rebecca Taylor

Dated: _____

Plaintiff Annette Dearing

Dated: _____

Plaintiff Janette Tello

Dated: _____

Larry Dixon
For Defendant Love's Country Stores of California

Dated: 11 / 21 / 2025



Class Counsel – Barvie Law, APC

Dated: November 21, 2025



Class Counsel – Justice for Workers

Dated: _____

Class Counsel – Aiman-Smith & Marcy

Dated: _____

Caroline G. Masse
Attorney for Defendant – Dinsmore & Shohl, LLP

Dated: _____

Class Counsel – Justice for Workers

Dated: 11/21/2025



Hallie Von Rock (Nov 21, 2025 17:55:07 PST)
Class Counsel – Aiman-Smith & Marcy

Dated: _____

Caroline G. Masse
Attorney for Defendant – Dinsmore & Shohl, LLP

Dated: _____

Class Counsel – Justice for Workers

Dated: _____

Class Counsel – Aiman-Smith & Marcy

A handwritten signature in black ink, appearing to read "Cymasse", written over a horizontal line.

Dated: 11/21/2025 _____

Caroline G. Masse
Attorney for Defendant – Dinsmore & Shohl, LLP

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT “A”

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

***Dearing, et al v. Love’s Country Stores of California, Superior Court of the State of
California,
County of Madera, Case No. MCV090813***

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It’s not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Love’s Country Stores of California (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Annette Dearing, Rebecca Taylor, and Janette Tello (“Plaintiffs”) and seeks payment of (1) wages and other relief by a Class of all non-exempt employees who are or previously were employed by Defendant and who performed work in California during the Class Period (May 26, 2021 through September 30, 2025) (“Class Members”), and (2) penalties under the California Private Attorney General Act (“PAGA”) for 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) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payment payments to Class Members, and (2) a PAGA Settlement requiring Defendants to fund the PAGA Penalties to pay penalties to the California Labor and Workforce Development Agency (“LWDA”) and to Aggrieved Employees.

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be <<\$ [REDACTED]>> (less withholding) and your share of the PAGA Penalties is estimated to <<be \$ [REDACTED]>>.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your share of the PAGA Penalties, then according to Defendants’ records you are not eligible for share of the PAGA Penalties under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked << [REDACTED]>> workweeks** during the Class Period and **you worked << [REDACTED]>> pay periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during either period, you can submit a challenge by the deadline date. See Section 5 of this Notice below.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or a share of the PAGA Penalties. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant as described below in Section 4 below.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment, however you will preserve your right to personally pursue Class Period wage claims against Defendant. If you are an Aggrieved Employee, you remain eligible for a share of the PAGA Penalties. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and a share of the PAGA Penalties (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims). Additional information is set forth below.
You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. If you request exclusion, you will receive no money from the Class Settlement and you will not be bound by the Class Settlement. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot
The Response	

Deadline is _____.	object to any portion of the proposed Settlement. See Section 7 of this Notice. However, you cannot opt-out of the PAGA portion of the proposed Settlement. If you are also an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless of whether you submit a request for exclusion.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by the Response Deadline (_____)	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 8 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____ at _____ [a.m./p.m.], at the Madera County Superior Court, located at 200 South G Street, Madera, CA 93637, in Department 44 before Judge Michael J. Jurkovich. This hearing may change as explained below in Section 9. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Notice
You Can Challenge the Calculation of Your Workweeks / Pay Periods Witten Challenges Must be Submitted by the Response Deadline (_____)	The amount of your Individual Class Payment and your share of the PAGA Penalties (if any) depend on how many workweeks you worked at least eight hours during the Class Period and how many pay periods you worked at least eight hours during the PAGA Period, respectively. The number Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 5 of this Notice

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Madera (the “Court”), has been reached between Plaintiffs and Defendant and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a participating member of the Class, with the Class defined as:

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. What is this class action lawsuit about?

On January 30, 2024, Plaintiffs Annette Dearing, Rebecca Taylor and Janette Tello filed a class action complaint against Defendant in the Superior Court of the State of California, County of Madera, Case No. MCV090813 (hereinafter “Action”). Plaintiffs asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods and unpaid premiums, failure to provide required rest periods and unpaid premiums, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and failure to provide wages when due. Plaintiffs also alleged a representative action for violation of the Private Attorneys General Act (Labor Code §§ 2698. et seq.) (“PAGA”).

Defendant denies they have done anything wrong and dispute all the claims in the Action. Specifically, Defendant contends that Plaintiffs and the Class Members were, at all times, properly compensated for wages under California law; that Plaintiffs and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiffs or any Class Members any wages allegedly due at the time of their termination; the Defendant did not fail to reimburse Class Members for required expenses; that Defendant complied with California wage statement requirements; that Defendant did not violate California Business and Professions Code Section 17200 *et seq.*; that Defendant are not liable for any of the penalties sought or that could be sought in the Action; and that this Action cannot be maintained as a class or representative action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and the law firms Barvié Law, APC, Justice for Workers and Aiman-Smith & Marcy to serve as Class Counsel.

The Court has not ruled on the merits of Plaintiffs' claims. However, to avoid additional expense, inconvenience, and interference with the business operations of Defendant, the Parties concluded that it is in their best interests and the interests of the Class to settle the Action now on the terms summarized in this Class Notice. The Settlement was reached after mediation and arm's-length negotiations between the Parties. The Plaintiff and Class Counsel think the settlement is in the best interest of all Class Members.

Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly deny all liability.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000) (the "Gross Settlement Amount") to fund the settlement of the Action. The Gross Settlement Amount includes all payments of Individual Class Payments to Class Members, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, the Administration Expenses Payment, and the PAGA Penalties for civil penalties under PAGA. Any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages shall be separately paid by Defendant. Within Fourteen (14) days of the Judgment becoming Final, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is entered, unless there are objections in which case "Final" means when the Judgment is no longer subject to appeal. Fourteen (14) days after the Settlement is funded, the Settlement Administrator will mail checks for the Individual Class Payments to Participating Class Members

Court Approved Deductions from Gross Settlement Amount. The proposed payments, subject to Court approval, will be deducted from the Gross Settlement Amount before payments of Individual Class Payments are made to Class Members who do not request exclusion ("Participating Class Members"). At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- **Administration Expenses Payment.** Payment to the Settlement Administrator, estimated not to exceed \$29,990, for expenses, including expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing settlement checks and tax forms.
- **Attorneys' Fees and Costs.** Payment to Class Counsel of reasonable attorneys' fees not to exceed one-third (1/3) of the Gross Settlement Amount, which presently equals \$916,666.67, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$65,000. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses. The amounts stated are what Class Counsel will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.

- Class Representative Service Payments. A Class Representative Service Payment in an amount not more than \$10,000 to each named Plaintiff, a total of \$30,000, as service award, or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks they undertook. The amounts stated are what Plaintiffs will be requesting and the final amounts to be paid will be decided at the Final Approval Hearing.
- PAGA Penalties. A payment of \$100,000 relating to Plaintiffs' claim under PAGA, \$75,000 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA"). The remaining \$25,000.00 will be distributed to the Aggrieved Employees as Individual PAGA Payments. The Settlement Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$25,000.00) 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 assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. "PAGA Pay Period" means any pay period during which an Aggrieved Employee was employed by Defendants for at least one day during the PAGA Period, which is January 6, 2022 through September 30, 2025.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

Calculation of Payments to Class Members. After all of the payments of the court-approved Attorneys' Fees and Costs, the Class Representative Service Payments, the PAGA Penalties, and the Administration Expenses Payment are deducted from the Gross Settlement Amount, the remaining portion, the "Net Settlement Amount", shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ [REDACTED]. The Settlement Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks. "Workweek" means any week during the Class Period in which a Class Member was employed by Defendants as a Class Member for at least one day. The number of Workweeks will be based on Defendant's records, however, Class Members may challenge the number of Workweeks as explained below.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Class Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty Percent (20%) of each Participating Class Member's Individual Class Payment is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. Eighty Percent (80%) of each Participating Class Member's Individual Class Payment is in settlement of claims for alleged statutory damages, expense reimbursement, non-taxable penalties, and interest due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement and your receipt of the Individual Class Payment is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Need to Promptly Cash Payment Checks. The front of every check issued will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and upon full finding of the Gross Settlement Amount by Defendant, 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 rest periods pursuant to California Labor Code Sections 226.7

and 512 and the IWC Wage Orders, or to provide 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.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Actions will apply to you and legally bind you.

Released PAGA Claims. As of the Effective Date and upon full funding of the Gross Settlement Amount by Defendant, 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.

Released Parties. The Released Parties are: Defendant and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.

5. How much will my payment be?

Defendant's records reflect that you worked << [REDACTED] >> Workweeks during the Class Period (May 26, 2021 through September 30, 2025).

Based on this information, your estimated Individual Class Payment from the Net Settlement Amount is << [REDACTED] >>.

[Defendant's records reflect that you worked <<[REDACTED]>> PAGA Pay Periods during the during the PAGA Period (January 6, 2022 through September 30, 2025). Based on this information your estimated Individual PAGA Payment is <<[REDACTED]>>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than the Response Deadline, which is [REDACTED] [Forty-Five (45) days after the mailing of the Class Notice or an additional Fourteen (14) days in the case of re-mailing]. You may also fax the dispute to [REDACTED] or email the dispute to [REDACTED] by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Settlement Administrator.

6. How can I get a payment?

To get money from the Settlement, you do not have to do anything. A check for your Individual Class Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: [REDACTED] (800) [REDACTED].

The Court will hold a Final Approval Hearing on [REDACTED] at [REDACTED] to decide whether to approve the Settlement and fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payment to Plaintiffs. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Class portion of the Settlement or "opt out." **If you opt out, you will not receive an Individual Class Payment from the Settlement, and you will not be bound by its terms, which means you will retain the right to sue Defendant for the Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Penalties and will remain bound by the release of the Released PAGA Claims regardless whether they submit a request for exclusion. **The PAGA Penalties is \$100,000, of which \$25,000 will be distributed to the Aggrieved Employees to be allocated based on their respective PAGA Pay Periods. Your share of the PAGA Penalties, if any, is set forth in Section 5 above.**

To opt out, you must submit to the Settlement Administrator a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is [REDACTED]. You may also fax your request to opt out to [REDACTED] or email the dispute to [REDACTED] by no later than the Response Deadline. The request to opt-out should state in substance that you wish to be excluded from the class settlement in the *Dearing, et al v. Love's Country Stores of California* lawsuit. The request to opt-out should state the Class

Member's full name, address and email address or telephone number. Please include the name and number of the case, which is *Dearing, et al v. Love's Country Stores of California*, Case No. MCV090813. The request to opt-out must be completed and signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is [REDACTED].
Written requests for exclusion that are postmarked after [REDACTED], or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I Object to the Settlement?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least Sixteen (16) court days before the Final Approval Hearing, scheduled for [REDACTED], Class Counsel and Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of these documents at no cost to you. You can also view them on the Court's website (<https://madera-prod-portal.ecourt.com/public-portal/?q=Login>) and entering the Case No. MCV090813.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The Response Deadline for sending written objections to the Administrator is [REDACTED]** [Forty-Five (45) days after the date of the Notice or an additional Fourteen (14) days after the Notice in the case of re-mailing]. You may also fax the dispute to [REDACTED] or email the dispute to [REDACTED] by no later than this Response Deadline. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Dearing, et al v. Love's Country Stores of California*, Case No. MCV090813, and include your name, current address, email or telephone number, and approximate dates of employment for Defendant and sign the objection. The Settlement Administrator's contact information is as follows:

Settlement Administrator:

Name of Company: _____

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You also have the option to appear at the hearing by audio or video. Instructions on how to do so are available on the Court's website at <https://www.madera.courts.ca.gov/general-information/covid-19-information/remote-video-appearances>. Check the Court's website for the most current information. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing

The addresses for Parties' counsel are as follows:

CLASS COUNSEL:

Barvie Law, APC Nicole Barvie, Esq. 550 W B Street, Fourth Floor, San Diego, CA 92101 Tel: (858) 255-0928 nicole@barvielaw.com	Justice for Workers William Sung, Esq. 3600 Wilshire Blvd., Ste, 1815 Los Angeles, Ca 92683 Tel: (323) 285-5511 william@husticeforworkers.com	Aiman-Smith & Marcy Hallie Von Rock 7677 Oakport Street, Suite 1000 Oakland, CA 94621 Tel: (510) 519-1018 hvr@asmlawyers.com
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COUNSEL FOR DEFENDANT:

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E-Mails: Caroline.Massey@Dinsmore.com
Sheena.Alves@Dinsmore.com

9. Can I Attend the Final Approval Hearing?

The Court will hold a Final Approval Hearing at _____ (Pacific Standard Time) on _____, in Department 44 of the Superior Court of California, County of Madera, 2200 South G Street, Madera, California 93637 before Judge Michael J. Jurkovich. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement and to fix the amounts to be paid as attorneys' fees and costs to Class Counsel and as service payments to Plaintiffs. If there are objections, the Court will consider them. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing in remotely using the Court Connect procedure at [https://www.madera.courts.ca.gov/general-information/covid-19-information/remote-video-](https://www.madera.courts.ca.gov/general-information/covid-19-information/remote-video-appearances)

[appearances.](#)

It's possible the Court will reschedule the Final Approval Hearing. If the hearing is continued, hearing dates are posted on the Internet via the Online Case Search page for the Madera County Superior Court (<https://madera-prod-portal.ecourt.com/public-portal/>) and entering the Case No. MCV090813.

10. How Can I Get More Information?

You may call the Settlement Administrator at [REDACTED] or write to *Dearing, et al v. Love's Country Stores of California* Settlement Administrator, c/o _____.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment, the motion for attorneys' fees, costs and service awards, the motion for final approval or other Settlement documents by contacting Class Counsel. You may get more details by examining the Court's file on the Internet via the via the Online Case Search page for the Madera County Superior Court (<https://madera-prod-portal.ecourt.com/public-portal/>) and entering the Case No. MCV090813.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
- **What if You Fail To Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such event, the Settlement Administrator shall direct all unclaimed funds to be paid to the California Controller's Unclaimed Property Fund in the name of the Class Member
- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MADERA

ANNETTE DEARING, an individual,
REBECCA TAYLOR, an individual,
JEANETTE TELLO, an individual, and on
behalf of themselves and all persons similarly
situated,

Plaintiff,

v.

LOVE'S COUNTRY STORES OF
CALIFORNIA, an Oklahoma Corporation;
and DOES 1 through 50, Inclusive,

Defendants.

CASE NO.: **MCV090813**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Michael J. Jurkovich
Dept.: 44

Action Filed: January 30, 2024
Trial Date: Not yet set

This matter came before the Honorable _____ of the Superior Court of the State of California, in and for the County Madera, on _____ [DATE], for hearing on the unopposed motion by Plaintiffs Annette Dearing, Rebecca Taylor and Jeanette Tello ("Plaintiffs") for preliminary approval of the Settlement with Defendant Love's Country Stores of California.

PRELIMINARY APPROVAL ORDER

1 (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters
2 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
3 Preliminary Approval of Class Action Settlement.

4 **IT IS HEREBY ORDERED:**

5 1. The Court preliminarily approves the Class Action and PAGA Settlement
6 Agreement (“Agreement” or “Settlement”) attached as Exhibit ____ to the Declaration of Nicole
7 Barvie in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This
8 is based on the Court’s determination that the Settlement set forth in the Agreement is within the
9 range of possible final approval, pursuant to the provisions of Section 382 of the California Code
10 of Civil Procedure and California Rules of Court, rule 3.769.

11 2. This Order incorporates by reference the definitions in the Agreement, and all
12 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

13 3. The Gross Settlement Amount that Defendants shall pay is Two Million Seven
14 Hundred Fifty Thousand Dollars (\$2,750,000). It appears to the Court on a preliminary basis that
15 the settlement amount and terms are fair, adequate and reasonable as to all potential Class
16 Members when balanced against the probable outcome of further litigation and the significant
17 risks relating to certification, liability and damages issues. It further appears that investigation and
18 research have been conducted such that counsel for the Parties are able to reasonably evaluate
19 their respective positions. It further appears to the Court that the Settlement will avoid substantial
20 additional costs by all Parties, as well as avoid the delay and risks that would be presented by the
21 further prosecution of the Action. It further appears that the Settlement has been reached as the
22 result of serious and non-collusive, arms-length negotiations.

23 4. The Court preliminarily finds that the Settlement appears to be within the range of
24 reasonableness of a settlement that could ultimately be given final approval by this Court. The
25 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
26 preliminarily finds that the monetary settlement awards made available to the Class is fair,
27 adequate, and reasonable when balanced against the probable outcome of further litigation and the
28

1 significant risks relating to certification, liability, and damages issues.

2 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
3 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$916,666.67,
4 and a proposed Class Representative Service Payment to each Plaintiff in an amount not to exceed
5 \$10,000 to each and a total of \$30,000. The Court will not approve the amount of attorneys' fees
6 and costs, nor the amount of any service award, until the Final Approval Hearing. Plaintiffs will
7 be required to present evidence supporting these requests, including lodestar, prior to final
8 approval.

9 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
10 representative treatment and certification of a class for settlement purposes only. This stipulation
11 will not be deemed admissible in this or any other proceeding should this Settlement not become
12 final. For settlement purposes only, the Court conditionally certifies the following Class: "All
13 non-exempt employees who are or previously were employed by Defendant and who performed in
14 California during the Class Period." The "Class Period" is May 26, 2021 through September 30,
15 2025.

16 7. The Court concludes that, for settlement purposes only, the Class meets the
17 requirements for certification under Section 382 of the California Code of Civil Procedure in that:
18 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
19 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
20 community of interest amongst the members of the Class with respect to the subject matter of the
21 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
22 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
23 class action is superior to other available methods for the efficient adjudication of this controversy;
24 and (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are
25 adequate representatives of the Class.

1 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
2 Court provisionally appoints Barvie Law, APC, Justice for Workers and Aiman-Smith & Marcy as
3 Class Counsel for the Class.

4 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement
5 Amount of One Hundred Thousand Dollars (\$100,000), which shall be allocated \$75,000 to the
6 Labor & Workforce Development Agency (“LWDA”) as the LWDA’s 75% share of the
7 settlement of civil penalties paid under this Agreement pursuant to the PAGA and \$25,000.
8 “Aggrieved Employees” means all individuals who are or previously were employed by Defendant
9 Love’s Country Stores of California in California who were classified as hourly, non-exempt
10 employees at any time during the PAGA Period (January 6, 2022 through September 30, 2025)
11 (“Aggrieved Employees”).

12 10. Pursuant to Labor Code Section 2699, subdivision (l)(2), the LWDA will be
13 provided notice of the Agreement and these settlement terms. The Court finds the PAGA
14 Penalties to be reasonable.

15 11. The Court hereby approves, as to form and content, the Class Notice attached to the
16 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
17 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
18 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
19 and opportunity to object to the Settlement. The Court further finds that the distribution of the
20 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
21 the requirements of due process, is the best notice practicable under the circumstances, and shall
22 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
23 the Class Notice by first class mail, both in English and Spanish, pursuant to the terms set forth in
24 the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
25 Administrator will promptly search for a more current address for the Class Member and re-mail
26 the Class Notice Packet to any new address for the Class Member no later than Fourteen (14)
27 business days after the receipt of the undelivered Class Notice. The Administrator will also email
28

1 a copy of the re-mailed Class Notice to the Class Member if there is an available email address in
2 the Class Data.

3 12. The Court hereby appoints Apex Class Action as the Administrator. No later than
4 Fourteen (14) days after this Order, Defendant will provide to the Administrator an electronic
5 database containing the Class Data. The Administrator will perform address updates and
6 verifications as necessary prior to the first mailing. Using best efforts to mail it as soon as
7 possible, and in no event later than Fourteen (14) days after receiving the Class Data, the
8 Administrator will mail the Class Notice Packet to all Class Members via first-class regular U.S.
9 Mail to their last known address.

10 13. The Court hereby preliminarily approves the proposed procedure for exclusion
11 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
12 from the Class as provided in the Class Notice by following the instructions for requesting
13 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
14 postmarked or received no later than Forty-Five (45) calendar days after the date of the mailing of
15 the Class Notice ("Response Deadline"). If a Class Notice Packet is re-mailed, the Response
16 Deadline for requests for exclusion will be extended an additional Fourteen (14) days. A Request
17 for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
18 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
19 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
20 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
21 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
22 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
23 group, class, or subclass of individuals is not permitted and will be deemed invalid.

24 14. Any Class Member who has not opted out may appear at the final approval hearing
25 and may object or express the Member's views regarding the Settlement, and may present
26 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
27 and determined by the Court as provided in the Notice. Class Members will have until the
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1 Response Deadline to submit their written objections to the Administrator. Written objections
2 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
3 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
4 additional Fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
5 Hearing to make an oral objection.

6 15. A final approval hearing shall be held before this Court on _____
7 _____ at _____ in Department 44 at the Madera County Superior Court to hear the
8 motion for final approval and the motion for attorneys' fees and costs, and to determine all
9 necessary matters concerning the Settlement, including: whether the proposed settlement of the
10 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
11 and should be finally approved by the Court; whether the Final Approval Order and Judgment
12 should be entered herein; whether the plan of allocation contained in the Agreement should be
13 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
14 fees and costs, service award, and the fees and expenses of the Administrator. All papers in
15 support of the motion for final approval and the motion for attorneys' fees, costs and service
16 award shall be filed with the Court and served on all counsel no later than Sixteen (16) court days
17 before the hearing and both motions shall be heard at this final approval hearing.

18 16. Neither the Settlement nor any exhibit, document, or instrument delivered
19 thereunder shall be construed as a concession or admission by Defendant in any way that the
20 claims asserted have any merit or that this Action was properly brought as a class or representative
21 action, and shall not be used as evidence of, or used against Defendant as, an admission or
22 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
23 omission by Defendant or with respect to the truth of any allegation asserted by any person.
24 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
25 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
26 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
27 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
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evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

17. In the event the Settlement does not become effective in accordance with the terms of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become effective for any reason, this Order 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 . In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

18. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____

HON. MICHAEL J. JURKOVICH
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MADERA

ANNETTE DEARING, an individual,
REBECCA TAYLOR, an individual,
JEANETTE TELLO, an individual, and on
behalf of themselves and all persons similarly
situated,

Plaintiff,

v.

LOVE'S COUNTRY STORES OF
CALIFORNIA, an Oklahoma Corporation;
and DOES 1 through 50, Inclusive,

Defendants.

CASE NO.: **MCV090813**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Michael J. Jurkovich
Dept.: 44

Action Filed: January 30, 2024
Trial Date: Not yet set

1 The unopposed motion of Plaintiffs Annette Dearing, Rebecca Taylor and Jeanette Tello
2 (collectively “Plaintiffs”) for an order finally approving the Class Action Settlement Agreement
3 (“Agreement” or “Settlement”) with Defendant Love’s Country Stores of California
4 (“Defendant”), attorneys’ fees and costs, service payment, and the expenses of the Administrator
5 duly came on for hearing on _____ before the Honorable Michael J. Jurkovich.

6 **I.**

7 **FINDINGS**

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

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Madera, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Two Million Seven Hundred
16 Fifty Thousand Dollars (\$2,750,000) and the terms set forth in the Agreement are fair, reasonable,
17 and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On _____, the Court granted preliminary approval of the Settlement. At
25 this same time, the Court approved conditional certification of the Class for settlement purposes
26 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about _____. Mailing of the Class Notice to their last-known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
7 Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

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

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

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

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

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

5 d. The percentage of objectors and requests for exclusion is small. ____
6 objections were received. _____ requests for exclusion were received.

7 e. The participation rate was high. _____ Class Members will be mailed a
8 settlement payment, representing ____% of the overall Class.

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

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

16 **Attorneys' Fees and Costs**

17 11. An award of \$916,666.67 for attorneys' fees, representing one-third of the Gross
18 Settlement Amount, and \$65,000.00 for litigation costs and expenses, is reasonable, in light of the
19 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
20 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
21 and billing statement.

22 **Class Representative Service Payments**

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

3 **Settlement Administration Expenses**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
8 Administrator has documented \$29,990 in fees and expenses, and this amount is reasonable in
9 light of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement
12 Amount of \$100,000, which shall be allocated \$75,000 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$25,000 to be distributed to the Aggrieved Employees and
15 allocated by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%)
16 share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all
17 Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
18 Periods. "Aggrieved Employees" means all non-exempt employees who are or previously were
19 employed by Defendant and who performed work in California during the PAGA Period (January
20 6, 2022 through September 30, 2025).

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

24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
27
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1 1. The Class is certified for the purposes of settlement only. The Class is hereby
2 defined as follows:

3 All non-exempt employees who are or previously were employed by Defendant and who
4 performed work in California during the Class Period.

5 The “Class Period” is May 26, 2021 through September 30, 2025.

6 2. All persons who meet the foregoing definition are members of the Class, except for
7 those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT
8 REFERENCE TO IDENTIFY ANY OPT OUTS].

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

11 4. Class Counsel are awarded attorneys’ fees in the amount of \$916,666.67 and costs
12 in the amount of \$65,000. Class Counsel shall not seek or obtain any other compensation or
13 reimbursement from Defendant, Plaintiffs or members of the Class.

14 5. The payment of Class Representative Service Payments in the amount of \$10,000
15 to each of the Plaintiffs is approved.

16 6. The payment of \$29,990.00 to the Administrator for their fees and expenses is
17 approved.

18 7. The PAGA Penalties of \$100,000 is approved to be distributed in accordance with
19 the Agreement.

20 8. Pursuant to Labor Code Section 2699, subdivision (1)(2), Class Counsel shall
21 submit a copy of this Final Approval Order and Judgment to the LWDA within Ten (10) days after
22 its entry.

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

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

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

20 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

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

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

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

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

7 5. All Participating Class Members, on behalf of themselves and their respective
8 former and present representatives, agents, attorneys, heirs, administrators, successors, and
9 assigns, release Released Parties from all claims that were alleged, or reasonably could have been
10 alleged based upon the facts alleged, in the Operative Complaint which occurred during the Class
11 Period, including, any and all claims, actions, and causes of action, arising during the Class
12 Period, for: (1) failure to pay wages, including minimum wages, for all time worked pursuant to
13 California Labor Code Sections 1194, 1197, and 1197.1 and the IWC Wage Orders; (2) failure to
14 pay overtime wages pursuant to California Labor Code Sections 510, 1194, and 1198 and the IWC
15 Wage Orders; (3) failure to provide meal periods pursuant to California Labor Code Sections
16 226.7 and 512 and the IWC Wage Orders, or to properly provide meal period premium payments;
17 (4) failure to provide recovery and rest periods pursuant to California Labor Code Sections 226.7
18 and 512 and the IWC Wage Orders, or to provide recovery and rest period premium payments; (5)
19 failure to pay all wages owed at termination pursuant to California Labor Code Sections 201-203
20 and the IWC Wage Orders; (6) failure to pay all wages in a timely manner during employment
21 pursuant to California Labor Code section 204 and the IWC Wage Orders; (7) failure to furnish
22 accurate itemized wage statements pursuant to California Labor Code Section 226(a) and the IWC
23 Wage Orders; (8) failure to reimburse all necessary business expenses pursuant to California
24 Labor Code Sections 2800 and 2802 and the IWC Wage Orders; and (9) violations of California
25 Business & Professions Code Sections 17200, *et seq.* Except as set forth in this paragraph,
26 Participating Class Members do not release any other claims, including claims for vested benefits,
27 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
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1 insurance, disability, social security, workers' compensation, or claims based on facts occurring
2 outside the Class Period.

3 6. All Aggrieved Employees and the State of California and LWDA are deemed to
4 release, on behalf of themselves and their respective former and present representatives, agents,
5 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all PAGA
6 claims pled or could have been pled based on the factual allegations contained in the Operative
7 Complaint and PAGA Notices sent by Plaintiff that occurred during the PAGA Period, including
8 PAGA claims for violations of California Labor Code Sections 201, 202, 203, 204, 226, 226(a),
9 226.2, 226.3, 226.7, 227.3, 232, 234, 246 et. seq. 510, 512(a) 558, 1182.12, 1194, 1194.2, 1197,
10 1197.1, 1197.5, 1198, and 2802. Except as set forth in this paragraph, the Released PAGA Claims
11 do not include other PAGA claims, underlying wage and hour claims, claims for wrongful
12 termination, discrimination, unemployment insurance, disability and worker's compensation, and
13 claims outside of the PAGA Period.

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

21 7. Plaintiffs Taylor and Dearing's Waiver of Rights Under Civil Code Section 1542.
22 For purposes of Plaintiffs Rebecca Taylor and Annette Dearing's Releases, Plaintiffs expressly
23 waive and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the
24 California Civil Code, which reads:

25
26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
27 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
28 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
 RELEASE, AND THAT IF KNOWN BY HIM OR HER WOULD HAVE

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9. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

HON. MICHAEL J. JURKOVICH
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT 2



Annette Dearing v. Love's Country Stores of California, Inc.
Madera County Superior Court, Case No. MCV090813

Date	Description of Cost Item	Invoice #	Amount
11/26/23	LWDA Filing Fee for Initial PAGA Notice	LWDA-CM-996159-23	\$75.00
11/29/23	Certified Mail Cost for Mailing PAGA Letter to Def.	N/A	\$8.53
12/6/2023	e-Filing, Initial Appearance, and Complex Filing Fees for Complaint	8660910	\$1,435.00
1/31/2024	e-Filing for First Amended Complaint	8999117	\$13.29
4/23/2024	e-Filing Fee for Case Management Conf Statement	9509229	\$167.79
4/30/24	e-Filing Fee for Notice of Remote Appearance	9559180	\$13.29
5/10/24	e-Filing Fee for Notice: Acknowledgement/Receipt	9615931	\$13.29
6/26/24	e-Filing Fee for Case Management Conf Statement	9905186	\$10.25
6/27/24	e-Filing Fee for Case Management Conf Statement	9907113	\$10.25
6/27/24	e-Filing Fee for Case Management Conf Statement	9911885	\$13.29
7/5/24	e-Filing Fee for Notice of Remote Appearance	9950879	\$13.29
8/27/24	e-Filing Fee for Case Management Conf Statement	10275939	\$13.85
8/29/24	e-Filing Fee for Notice of Remote Appearance	10297196	\$13.85
6/17/25	Plaintiff's Share of Mediation Fee - Steven Rottman Mediation	5255	\$8,000.00
7/15/25	e-Filing Fee for Stipulation and Order	12427410	\$34.45
9/30/25	Expert Analysis Fee - Berger Consulting Group	9921-2	\$4,752.00
10/2/25	Certified Mail Cost for Mailing Amended PAGA Letter to Def.	N/A	\$10.44
11/14/25	e-Filing Fee for Case Management Conf Statement	13366029	\$13.85
11/14/25	e-Filing Fee for Case Management Conf Statement	13368024	\$13.85
11/19/25	e-Filing Fee for Notice of Remote Appearance	13398299	\$13.85
12/3/25	e-Filing Fee for Stipulation and Order	13489502	\$34.45
12/9/25	e-Filing Fee for Second Amended Complaint	13528106	\$13.92
2/2/26	e-Filing Fee for Notice of Remote Appearance	13921868	\$11.33
2/2/26	e-Filing Fee for Motion for Preliminary Approval of Class action and PAGA Settlement	13920541	\$77.06
2/3/26	e-Filing Fee for Notice of Remote Appearance	13942641	\$14.96
2/23/26	e-Filing Fee for Notice of Remote Appearance	14139185	\$14.96
2/26/26	e-Filing Fee for Proof of Electronic Service	14135771	\$14.96
Estimated Future Cost	e-Filing Fee Motion for Final Approval	N/A	\$77.06

Estimated Future Cost	e-Filing Fee for Notice of Remote Appearance	N/A	\$14.96
Estimated Future Cost	e-Filing Fee for Supplemental Brief and/or Amended Proposed Order	N/A	\$14.96
Estimated Future Cost	e-Filing Fee for Declaration re Distribution	N/A	\$14.96
		TOTAL	\$14,942.99

EXHIBIT 3