

PAUL HASTINGS LLP
RYAN D. DERRY (SBN 244337)
ryanderry@paulhastings.com
EMILY J. STOVER (SBN 318912)
emilystover@paulhastings.com
101 California Street, 48th Floor
San Francisco, California 94111
Telephone: (415) 856-7000
Facsimile: (415) 856-7100

Attorneys for Defendant
DOLLAR TREE DISTRIBUTION, INC.

[Additional counsel listed on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

COMPLEX LITIGATION

SHANE GREENE, ALEX FERNANDEZ,
DAVID STANLEY, EDDIE RUSTRIAN,
JENNY LINARES, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

DOLLAR TREE DISTRIBUTION, INC., a
Virginia corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO. CIVSB2420954

[Assigned for all purposes to:
Hon. Nicole Quintara Winter, Dept. S29]

**STIPULATION OF SETTLEMENT
AND RELEASE**

Complaint filed: June 26, 2024
Trial Date: None Set

1 WILSHIRE LAW FIRM
John G. Yslas (SBN 187324)
2 jyslas@wilshirelawfirm.com
William M. Pao (SBN 219846)
3 william.pao@wilshirelawfirm.com
660 South Figueroa Street, Sky Lobby
4 Los Angeles, California 90017
Telephone: (213) 381-9988
5 Facsimile: (213) 381-9989

6 *Attorneys for Plaintiffs*
SHANE GREENE, ALEX FERNANDEZ,
7 DAVID STANLEY, EDDIE RUSTRIAN, and
JENNY LINARES
8

9 JUSTICE FOR WORKERS, P.C.
William C. Sung (SBN 280792)
10 william@justiceforworkers.com
Tiffany L. Luu (SBN 335127)
11 tluu@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
12 Los Angeles, California 90010
Telephone: (323) 922-200
13 Facsimile: (323) 922-2000

14 *Attorneys for Plaintiff*
ARIANNA JACOBO
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IT IS HEREBY STIPULATED, by and among Shane Greene, Alex Fernandez, David Stanley, Eddie Rustrian, Jenny Linares, and Ariana Jacobo on behalf of themselves, the Settlement Class Members, and other similarly situated aggrieved employees (collectively “Plaintiffs”) on the one hand, and Defendant Dollar Tree Distribution, Inc. (“Dollar Tree” or “Defendant”), on the other hand, and subject to the approval of the Court, that the below-described captioned Action is hereby compromised and settled pursuant to the terms and conditions set forth herein (the “Stipulation” or “Agreement”).

1. DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings set forth below:

1.1 “Action” means the litigation entitled: *Shane Greene vs. Dollar Tree Distribution, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2420954, as amended through the Consolidated Class and Representative Action Complaint (“Consolidated Complaint”).

1.2 “Class Information” means information regarding Settlement Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. Class Information shall be provided in a Microsoft Excel spreadsheet and shall include: (i) each Class Member’s full name; (ii) last known address; (iii) last known home telephone number; (iv) Social Security number; (v) the total number of compensable weeks worked by each Class Member during the Class Period; (vi) the total number of compensable weeks worked by each PAGA Associate during the PAGA Period. Because Social Security numbers are included in the Class Information, Class Information must be maintained in confidence by the Settlement Administrator; access shall be limited to those with a need to use the Class Information as part of the administration of the Settlement. Plaintiffs’ Counsel shall not have access to or receive the Class Information.

1.3 “Class Period” means the period from February 27, 2020 through the date of the Preliminary Court Approval.

1.4 “Complaint” means the Consolidated Complaint.

1.5 “Court” means the San Bernardino County Superior Court where the Action is

1 pending.

2 1.6 “Covered Class Members’ Released Claims” means any and all federal and
3 California state law wage-and-hour claims, rights, demands, liabilities, and/or causes of action of
4 every nature and description, whether known or unknown, including, without limitation,
5 statutory, constitutional, contractual, and/or common law claims for wages, reimbursements,
6 damages, unpaid costs, statutory penalties, liquidated damages, punitive damages, interest,
7 attorneys’ fees, litigation costs, restitution, or equitable relief, arising from or related to any and
8 all claims that were asserted or could have been asserted based upon the facts alleged in the
9 Complaint. The claims released by the Covered Class Members shall include, without limitation,
10 known and unknown claims relating to any alleged failure to pay for all hours worked, failure to
11 pay at the regular rate of pay, failure to pay overtime, failure to provide compliant meal and rest
12 breaks, failure to reimburse business expenses, failure to pay timely wages (during employment
13 and at termination), failure to maintain accurate records, failure to furnish accurate and itemized
14 wage statements, failure to provide reasonable comfort by maintaining the temperature, failure to
15 pay sick leave, failure to provide employees with notice of quotas and/or quotas prevented
16 employees from taking meal periods, rest periods, and/or the use of bathroom facilities, unfair
17 competition and business practices, and any statutory penalty claims that were or could have been
18 asserted in the Complaint under any federal, state, or local statutes, codes, or ordinances
19 (including, any applicable Industrial Welfare Commission Wage Order; California Labor Code
20 sections 117, 200-204, 206, 210, 216, 218.5, 218.6, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 256,
21 432, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
22 1198.5, 2100 *et seq.*, 2802, 2810.5, California Business and Professions Code sections 17200 *et*
23 *seq.*, and any federal counterparts).

24 1.7 “Covered Class Members” are Settlement Class Members who do not opt-out of
25 the Settlement, as provided for in Paragraph 3.8.

26 1.8 “Defendant’s Share of Payroll Taxes” means the amount that Defendant shall have
27 to pay on the wages paid as part of the Individual Settlement Payments, which shall be paid in
28 addition to and separate from the Maximum Settlement Amount.

1 1.9 “Defendant” means Dollar Tree Distribution, Inc.

2 1.10 “Defense Counsel” or “Counsel for Defendant” means Ryan Derry and Emily
3 Stover of Paul Hastings LLP, at 101 California Street, 48th Floor, San Francisco, California
4 94111.

5 1.11 “Effective Date” is the date this Agreement shall be effective upon the earliest
6 date, following entry of an order by the Court approving the Settlement, upon which one of the
7 following has occurred: (i) expiration of all potential appeal periods without a filing of a notice
8 of appeal of the order; (ii) final affirmance of the order by an appellate court as a result of any
9 appeal(s); or (iii) final dismissal or denial of all such appeals (including any petitions for review,
10 rehearing, *certiorari*, etc.) such that the order is no longer subject to further judicial review. The
11 Effective Date shall only apply if the Court has approved the Settlement.

12 1.12 “Final Approval Hearing” means the hearing held on the motion for final approval
13 of the Settlement.

14 1.13 “Final Judgment” means the Court’s entry of an order of judgment in the Action
15 following the Court’s final approval of the Settlement.

16 1.14 “General Release Payment” means the service payment to named Plaintiffs Shane
17 Greene, Alex Fernandez, Eddie Rustrian, Jenny Linares, and Ariana Jacobo, from the Maximum
18 Settlement Amount in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) each,
19 and the service payment to named Plaintiff David Stanley, from the Maximum Settlement
20 Amount in the amount of Five Thousand Dollars and Zero Cents (\$5,000.00), in exchange for
21 each of the named Plaintiffs entering into a general release agreement, as described below. The
22 General Release Payment shall be in addition to whatever payments to which a named Plaintiff is
23 otherwise entitled as a Settlement Class Member, PAGA Associate, or both. Each named
24 Plaintiff will be issued an IRS Form 1099, and its state and local equivalents, for any General
25 Release Payment.

26 1.15 “Greene PAGA Action” means: *Greene v. Dollar Tree Distribution, Inc.*,
27 Alameda County Superior Court, Case No. 24CV099865.

28 1.16 “Greene Putative Class Action” means: *Dollar Tree Distribution, Inc.*, San

Bernardino County Superior Court, Case No. CIVSB2420954, as pled prior to the entry of the Consolidated Complaint.

1.17 “Individual PAGA Payment” means the amount payable from the Net Settlement Amount to each PAGA Associate. The Individual PAGA Payment shall be calculated pursuant to Paragraphs 3.11.2 and 3.11.3 herein.

1.18 “Individual Settlement Payment” means the amount payable from the Net Settlement Amount to each Covered Class Member who does not opt out. The Individual Settlement Payment shall be calculated pursuant to Paragraph 3.12 herein.

1.19 “*Jacobo*” means: *Jacobo v. Dollar Tree Distribution, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-2389.

1.20 “Maximum Settlement Amount” means the total sum of no more than One Million Eight Hundred Twenty-Five Thousand Dollars and Zero Cents (\$1,825,000.00) (the “Maximum Settlement Amount”), unless the Escalator Payment clause in paragraph 3.5 is triggered. If the Escalator Payment clause is triggered, the Maximum Settlement Amount shall be \$1,825,000 plus the Escalator Payment amount. The Maximum Settlement Amount is inclusive of the Plaintiffs’ Counsels’ Award; Plaintiffs Counsel’s Costs; all General Release Payments; all Individual Settlement Payments to all Covered Class Members; all Individual PAGA Payments to all PAGA Associates; the PAGA LWDA Payment; and the Settlement Administration Costs.

1.21 “Net Settlement Amount” is the amount from the Maximum Settlement Amount that is available for distribution as Individual Settlement Payments to Covered Class Members after deductions for (a) Plaintiffs’ Counsels’ Award (b) Plaintiffs’ Counsels’ Costs; (c) all Individual PAGA Payments to all PAGA Associates; (d) the LWDA Payment; (e) all General Release Payments to Plaintiffs; and (f) and the Settlement Administration Costs.

1.22 “Notice of Settlement” means the Notice of the Putative Class Action and PAGA Settlement, substantially in the form attached hereto as **Exhibit A**.

1.23 “Notice Packet” means the Notice of Class Action Settlement and Request for Exclusion, substantially in the form attached hereto as **Exhibits A and B**.

1.24 “PAGA Allocation” means Fifty Thousand Dollars and Zero Cents (\$50,000.00).

1 The PAGA Allocation will be allocated from the Maximum Settlement Amount for the
2 compromise of claims brought under the California Private Attorneys General Act, California
3 Labor Code sections 2698 *et seq.* (“PAGA”). Seventy-five percent (75%) of the PAGA
4 Allocation, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents (\$37,500.00), shall
5 be paid to the California Labor and Workforce Development Agency (“LWDA”) (“PAGA
6 LWDA Payment”). The remaining twenty-five percent (25%) of the PAGA Allocation will be
7 distributed to PAGA Associates as Individual PAGA Payments pursuant to Paragraphs 3.11.2 and
8 3.11.4.

9 1.25 “PAGA Associates’ Released Claims“ means any and all individual and
10 representative claims that could have been assessed upon and collected from the Released Parties
11 under the California Private Attorneys General Act, California Labor Code sections 2698 *et seq.*
12 (“PAGA”), including any and all claims for unpaid wages of whatever kind or nature recoverable
13 under PAGA, whether known or unknown, arising during the PAGA Period based on the facts
14 alleged in the Complaint including but not limited to failure to pay for all hours worked, failure to
15 pay at the regular rate of pay, failure to pay overtime, failure to provide compliant meal and rest
16 breaks, failure to reimburse business expenses, failure to pay timely wages (during employment
17 and at termination), failure to maintain accurate records, failure to furnish accurate and itemized
18 wage statements, failure to provide reasonable comfort by maintaining the temperature, failure to
19 pay sick leave, failure to provide employees with notice of quotas and/or quotas prevented
20 employees from taking meal periods, rest periods, and/or the use of bathroom facilities, which
21 were or could have been asserted in the Complaint under any federal, state, or local statutes,
22 codes, or ordinances including, any applicable Industrial Welfare Commission Wage Order,
23 California Labor Code sections 117, 200-204, 206, 210, 216, 218.5, 218.6, 226, 226.2, 226.3,
24 226.7, 226.8, 227.3, 256, 432, 510, 512, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2,
25 1197, 1197.1, 1198, 1198.5, 1198, 2100 *et seq.*, 2802, 2810.5, Cal. Code Regs., tit. 8, § 3203, and
26 any federal counterparts. Therefore, as of the date the Settlement becomes Effective, all PAGA
27 Associates, and the State of California release the Released Parties from the Released PAGA
28 Claims for the PAGA Period.

1.26 “PAGA Associates” means all individuals employed by Defendant in California as non-exempt employees at any time during the PAGA Period.

1.27 “PAGA Period” means the period from December 15, 2022 through the date of the Preliminary Court Approval of the Settlement.

1.28 “Parties” means the Plaintiffs and Defendant, and “Party” shall mean either the Plaintiffs or Defendant individually.

1.29 “Plaintiffs’ Counsel” means John G. Yslas and William M. Pao of Wilshire Law Firm, P.C, 660 South Figueroa Street, Sky Lobby, Los Angeles, California 90017, and William C. Sung and Tiffany L. Luu of Justice for Workers, P.C., 3600 Wilshire Boulevard, Suite 1815, Los Angeles, California 90010.

1.30 “Plaintiffs’ Counsels’ Award” means attorneys’ fees for Plaintiffs Counsel’s litigation and resolution of the Action.

1.31 “Plaintiffs’ Counsels’ Costs” means expenses and costs incurred by Plaintiffs’ Counsel for Plaintiffs’ Counsels’ litigation and resolution of the Action.

1.32 “Plaintiffs” mean Alex Fernandez, Shane Greene, Ariana Jacobo, Jenny Linares, Eddie Rustrian, and David Stanley.

1.33 “Preliminary Approval Order” means the Proposed Order (substantially in the form attached hereto as **Exhibit C**).

1.34 “Preliminary Approval” or “Preliminary Approval Date” means the date the Court enters the Preliminary Approval Order of this Settlement.

1.35 “Released Parties” means Defendant and all of its respective current and former parents, subsidiaries, predecessors and successors, co-employers, and affiliated entities, and each of its respective officers, directors, employees, partners, shareholders, and agents, and any other successors, assigns, or legal representatives, including, without limitation, Dollar Tree Stores, Inc., and Dollar Tree, Inc.

1.36 “Request for Exclusion” means the Request for Exclusion form, substantially in the form attached hereto as **Exhibit B**.

1.37 “Response Deadline” means the date forty-five (45) days after the Settlement

1 Administrator first mails Notice Packets to Settlement Class Members, consistent with
2 Paragraph 3.6.3. Unless a Notice Packet is returned to the Settlement Administrator and re-
3 mailed, consistent with Paragraph 3.6.4, the Response Deadline shall be the last date on which
4 Settlement Class Members may (a) postmark Requests for Exclusion, or (b) serve Objections to
5 the Settlement. If a Notice Packet is returned to the Settlement Administrator and re-mailed, an
6 adjusted deadline to postmark a Request for Exclusion or serve Objections to the Settlement may
7 apply, consistent with Paragraphs 3.8 and 3.9.

8 1.38 “Settlement Account” means the bank account established pursuant to the terms of
9 this Agreement from which all monies payable under the terms of this Settlement shall be paid, as
10 set forth herein.

11 1.39 “Settlement Administration Costs” means the amount to be paid to the Settlement
12 Administrator from the Maximum Settlement Amount for the administration of the Settlement.
13 The amount is estimated to be Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). In
14 no event shall Defendant be responsible for any additional costs for the Settlement Administrator
15 beyond any amount approved by the Court to be paid from the Maximum Settlement Amount.

16 1.40 “Settlement Administrator” means Phoenix Class Action Administration
17 Solutions.

18 1.41 “Settlement Class Members,” or “Settlement Class” are all those individuals who
19 were employed by Defendant in California as non-exempt employees at any time from
20 February 27, 2020 and the date the Court preliminarily approves this Settlement.

21 1.42 “Settlement” means the disposition of the Action, pursuant to this Agreement.

22 **2. RECITALS**

23 2.1 Procedural History. Since February 2024, Plaintiffs have filed three different
24 wage-and-hour cases, with overlapping claims, against Dollar Tree in California (collectively “the
25 Actions”).

26 2.1.1 The Settlement resolves disputes across the Actions:

27 (i) *Greene v. Dollar Tree Distribution, Inc.*, San Bernardino County
28 Superior Court, Case No. CIVSB2420954 (the “Greene Putative Class Action”): On June 26,

2024, Shane Greene, Alex Fernandez, David Stanley, Eddie Rustrian, and Jenny Linares filed the Green Putative Class Action in San Bernardino County Superior Court.

(ii) *Greene v. Dollar Tree Distribution, Inc.*, Alameda County Superior Court, Case No. 24CV099865 (The Greene PAGA Action): On November 15, 2024, Shane Greene, Jenny Linares, Alex Fernandez, David Stanley, and Eddie Rustrian also filed a lawsuit in Alameda County Superior Court seeking civil penalties under PAGA.

(iii) *Jacobo v. Dollar Tree Distribution, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2024-2389 (*Jacobo*): On February 27, 2024, Arianna Jacobo filed a putative class action and sent a PAGA exhaustion letter to the LWDA.

2.1.2 Consolidated Complaint. For the purposes of this Settlement only, the Parties stipulated to the Complaint, which joins the Greene Putative Class Action, the Greene PAGA Action, and the *Jacobo* into this Action. The Consolidated Complaint includes: (i) all material facts and causes of action as pleaded in the Greene Putative Class Action as of the date of this Agreement; (ii) all material facts and causes of action pleaded in the Greene PAGA Action as of the date of this Agreement; and (iii) all material facts and causes of action pleaded in *Jacobo* as of the date of this Agreement. The Consolidated Complaint shall be treated as having been filed on February 27, 2024 as to the Covered Class Members' Released Claims. All causes of action seeking civil penalties under PAGA in the Consolidated Complaint shall relate back to December 15, 2022, and Defendant agrees, for purposes of this Settlement only, not to challenge the asserted limitations period starting December 15, 2022, for any claim under PAGA.

2.1.3 Stay And Dismissal of The Actions. Other than the Greene Putative Class Action as amended by the Consolidated Complaint, Plaintiffs agree to work with Defendant to maintain the current stay in each of the other Actions, throughout the pendency of the approval of this Settlement. The Parties agree to request that Defendant's appeal in the Greene Putative Class Action shall remain stayed during the pendency of the approval of this Action. Should this matter not be approved and the Plaintiffs' claims not released, the stays shall be lifted and the Actions return to the same posture that they presently are in. Within seven (7) days of the Effective Date of this Settlement, Plaintiffs agree to cause the dismissal with prejudice of the Greene PAGA

1 Action, *Jacobo*, and any other pending complaint, charge, action, arbitration, review,
2 investigation, or proceeding asserting any claim released brought by any of the Plaintiffs. Until
3 that withdrawal or dismissal is accepted or ordered, none of the Plaintiffs will be entitled to
4 receive any General Release Payment under this Agreement.

5 2.2 Class Certification. For settlement purposes only, Defendant will stipulate to the
6 certification of a class consisting of all Settlement Class Members, as defined herein. For
7 settlement purposes only, in agreeing to this Agreement, the Parties agree that Defendant has not
8 waived any right to enforce any agreements to arbitrate (including its class action waiver) as to
9 any Settlement Class Members with agreements to arbitrate in the future or, should the Court not
10 grant final approval, as to the claims that are the subject of this Settlement. The Parties agree that
11 certification for settlement purposes under the lenient standard applied to settlements is in no way
12 an admission that class certification is proper under the more stringent standard applied for
13 litigation purposes, is not a waiver of the mutual binding arbitration agreements between any
14 Class Member and Defendant, and that evidence of this limited stipulation for settlement
15 purposes only will not be deemed admissible in this or any other proceeding.

16 2.3 Total Settlement Payment. Under the terms of this Settlement, the maximum
17 amount payable by Defendant shall not exceed the Maximum Settlement Amount and
18 Defendant's Share of Payroll Taxes.

19 **3. TERMS OF AGREEMENT**

20 The parties agree as follows:

21 3.1 Release As To All Covered Class Members. As of the Effective Date, all Covered
22 Class Members, including the Plaintiffs, who do not opt out of the Settlement, release the
23 Released Parties from the Covered Class Members' Released Claims for the Class Period.

24 3.2 Release As To All PAGA Associates. As of the Effective Date, all PAGA
25 Associates release the Released Parties from the PAGA Associates Released Claims between
26 December 15, 2022 and the date the Court approves this Settlement.

27 3.3 Tax Liability. The Parties make no representations as to the tax treatment or legal
28 effect of the payments called for hereunder, and Settlement Class Members are not relying on any

statement or representation by the Defendant in this regard. The Parties recognize that the settlement amounts to be paid to the Covered Class Members are for wages, interest, and penalties. The Parties agree that, as to the Individual Settlement Payments: Eighty percent (80%) of each Covered Class Members' Individual Settlement Payment shall be reported as wages on IRS Form W-2 and its state and local equivalents, and twenty percent (20%) will be allocated to penalties on IRS Form 1099 and its state and local equivalents. Each Covered Class Member's Individual Settlement Payment prior to legal deductions will be reduced by the amount of any required payroll-related deductions. The Settlement Administrator shall calculate Defendant's Share of Payroll Taxes, which Defendant shall deposit in the Settlement Account in accordance with Paragraph 3.11. The Parties agree that the Individual PAGA Payments are for settlement of claims for civil penalties under PAGA and will be reported on IRS Form 1099 and its state and local equivalents.

3.4 Settlement Approval And Implementation Procedures. As part of this Settlement, the Parties agree to the following procedures for obtaining the Court's preliminary approval of the Settlement, certifying a Settlement Class, notifying Settlement Class Members of the Settlement, obtaining the Court's final approval of the Settlement, and processing the Individual Settlement Payments and PAGA Payments.

3.5 Escalator / Adjusted End Date. In advance of mediation, Dollar Tree represented that there were 88,110 pay periods (which equals 176,220 work weeks) between June 26, 2020 and October 31, 2025. If the total number of pay periods ends up greater than 222,491 work weeks for the "Covered Time Frame", the Parties agree that Dollar Tree shall, at its sole choice either: (i) increase the Maximum Settlement Amount proportionally by the number of workweeks worked in excess of 222,491 work weeks (*i.e.*, if there were 244,740 work weeks during the Covered Time Frame, the Maximum Settlement Amount would increase by 10%) ("Escalator Payment"); or (ii) adjust the end-date for the Covered Time Frame for all Settlement Class Members at the pay date that encompasses 222,491 work weeks (*i.e.*, a date earlier than preliminary approval). If the Escalator Payment clause is triggered, the Parties agree that the portion of the Maximum Settlement Amount allocated to attorneys' fees will increase

1 proportionally such that the total amount of attorneys' fees remains one-third (1/3) of the
2 Maximum Settlement Amount after the upward adjustment required by this provision is
3 implemented.

4 3.6 Preliminary Approval And Certification. As soon as practicable after this
5 Agreement is executed, the Parties will jointly submit this Agreement to the Court for its
6 preliminary approval. Such submission will include this Agreement, the proposed Notice Packet,
7 attached hereto as **Exhibits A and B**, the [Proposed] Preliminary Approval Order, attached hereto
8 as **Exhibit C**, the [Proposed] Judgment and Order Approving Class Action Settlement, attached
9 hereto as **Exhibit D**, and any motions, memoranda and evidence as may be necessary for the
10 Court to determine that this Agreement is fair, adequate, and reasonable. The Parties agree to
11 request the Court to enter an order approving the certification of a provisional Settlement Class
12 after the preliminary approval hearing in accordance with California Rules of Court, Rule 3.769.

13 3.6.1 Stay And Dismissal Of Other Actions. Upon the execution of this
14 Agreement, the Parties shall effectuate the stay and dismissal of the Actions as provided in
15 Paragraph 2.1.3.

16 3.6.2 Class Information. No more than thirty (30) calendar days after the entry
17 of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with
18 the Class Information for purposes of mailing Notice Packets to Settlement Class Members.

19 3.6.3 Notice By First Class U.S. Mail. Upon receipt of the Class Information,
20 the Settlement Administrator will perform a search on the National Change of Address database
21 to update the Settlement Class Members' addresses. No more than fourteen (14) calendar days
22 after receiving the Class Information from Defendant as provided herein, the Settlement
23 Administrator shall mail copies of the Notice Packet to all Settlement Class Members by regular
24 First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine
25 the current mailing address for each Class Member. The address identified by the Settlement
26 Administrator as the current mailing address shall be presumed to be the best mailing address for
27 each Class Member. It will be conclusively presumed that if an envelope so mailed has not been
28 returned within twenty-five (25) days of the mailing, the Class Member received the Notice

1 Package.

2 3.6.4 Undeliverable Notices. Any Notice Packets returned to the Settlement
3 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
4 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
5 Administrator shall make reasonable efforts to obtain an updated mailing address within
6 five (5) business days of the date of the return of the Notice Packet. If an updated mailing
7 address is identified, the Settlement Administrator shall resend the Notice Packet to the Class
8 Member. Settlement Class Members to whom Notice Packets are resent after having been
9 returned undeliverable to the Settlement Administrator shall have fourteen (14) calendar days
10 thereafter or until the Response Deadline has expired, whichever is later, to mail the Request for
11 Exclusion, or to serve a Notice of Objection. Notice Packets that are re-mailed shall inform the
12 recipient of this adjusted deadline. The date of the postmark on the return envelope on the
13 Request for Exclusion shall be the exclusive means used to determine whether a Class Member
14 has timely returned his/her Request for Exclusion on or before the adjusted deadline. It will be
15 conclusively presumed that if an envelope so mailed has not been returned within twenty-five
16 (25) days of the mailing, the Class Member received the Notice Package. If a Class Member's
17 Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, an
18 additional Notice Packet shall not be re-mailed.

19 3.6.5 Due And Sufficient Notice. Compliance with the procedures specified in
20 Paragraphs 3.6.2 through 3.6.4 shall constitute due and sufficient notice to Settlement Class
21 Members of this Settlement and shall satisfy the requirement of due process. Nothing else shall
22 be required of, or done by, the Parties, Plaintiff's Counsel, and Defense Counsel to provide notice
23 of the proposed settlement.

24 3.7 Disputes. To the extent any PAGA Associate and/or Covered Class Member
25 disputes any aspect of his or her Individual PAGA Payment and/or Individual Settlement
26 Payment, that PAGA Associate and/or Covered Class Member must produce supporting evidence
27 to the Settlement Administrator. Defendant's records will be presumed determinative.

28 3.8 Exclusions (Opt-Outs). This is a checks-mailed settlement. Each Class Member

1 may opt out of the Settlement with respect to the Individual Settlement Payment and Release in
2 Paragraph 3.19. Settlement Class Members will have forty-five (45) days from the date of
3 mailing to opt out. The timeliness of submitted opt out forms will be determined based on valid
4 postmarks. If a Class Member opts out of the Settlement, he or she will not receive an Individual
5 Settlement Payment and will not be bound by the release in Paragraphs 3.1 and 3.16. Through
6 this opt-out process, Defendant will make payments of a specified sum calculated according to
7 the criteria set forth in Paragraphs 3.11.7 and 3.12 to all Covered Class Members. PAGA
8 Associates may not opt out of the Individual PAGA Payment. PAGA Associates will be bound
9 by the release in Paragraphs 3.2 and 3.14, as of the Effective Date of this Settlement, regardless of
10 whether they opt-out of the Individual Settlement Payment and Release in Paragraphs 3.1
11 and 3.16.

12 3.9 Objections. The Notice Packet shall state that Settlement Class Members who
13 wish to object to the Settlement must submit a written statement of objection (“Notice of
14 Objection”) by the Response Deadline, and may do so by mailing a Notice of Objection to the
15 Settlement Administrator. The date of postmark shall be deemed the exclusive means for
16 determining that a Notice of Objection was timely submitted. The Notice of Objection must be
17 signed by the Settlement Class Member and state: (1) the full name of the Class Member; (2) the
18 dates of employment of the Class Member; (3) the last four digits of the Settlement Class
19 Members’ Social Security number and/or the Employee ID number; (4) the basis for the
20 objection; and, (5) whether the Settlement Class Member intends to appear at the Final Approval
21 Hearing. Plaintiffs’ Counsel shall not represent any Settlement Class Members with respect to
22 any such objections. The Settlement Administrator shall, within five calendar (5) days of
23 receiving an objection, provide the Parties with copies of the Notices of Objection. The
24 Settlement Administrator will lodge all objections that it receives with the Court by attaching
25 them to its declaration to be filed with the Court in support of the motion for final approval of the
26 Settlement.

27 3.10 No Solicitation Of Settlement Objections Or Exclusions. The Parties and their
28 counsel agree to use their best efforts to carry out the terms of this Settlement. At no time shall

1 any of the Parties or their counsel solicit or otherwise encourage Settlement Class Members to
2 submit either written objections to the Settlement or Requests for Exclusion from the Settlement,
3 or to appeal from the Court's Final Judgment.

4 3.11 Allocation Of Settlement. Within fifteen (15) business days following the
5 Effective Date of the Settlement, Defendants are required to pay, as specified in this Agreement
6 and subject to Court approval, the Maximum Settlement Amount. The Settlement Administrator
7 shall deposit the Maximum Settlement Amount in the Settlement Account. No distributions from
8 the Maximum Settlement Amount shall occur until authorization in writing or via email is
9 provided to the Settlement Administrator by Plaintiffs' Counsel and Defense Counsel.

10 3.11.1 No more than two (2) business days after the Settlement is fully funded, the
11 Settlement Administrator will provide the Parties with an accounting of all anticipated payments
12 and awards from the Maximum Settlement Amount. The Net Settlement Amount shall be
13 calculated by deducting from the Maximum Settlement Amount, payments for (1) Plaintiffs'
14 Counsel's Award; (2) Plaintiffs' Counsel's Costs; (3) all Individual PAGA Payments to all
15 PAGA Associates; (4) the PAGA LWDA Payment; (5) the General Release Payments; and
16 (6) the Settlement Administration Costs.

17 3.11.2 PAGA Allocation And Individual PAGA Payments. Subject to Court
18 approval, the Parties shall allocate a total of Fifty Thousand Dollars and Zero Cents (\$50,000.00)
19 from the Maximum Settlement Amount to the PAGA Allocation. Seventy-five percent (75%) of
20 the PAGA Allocation, or Thirty-Seven Thousand Five Hundred Dollars and Zero Cents
21 (\$37,500.00), shall be paid to the LWDA as the PAGA LWDA Payment, and twenty-five percent
22 (25%), or Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) will be
23 distributed to PAGA Associates as Individual PAGA Payments. Individual PAGA Payments will
24 be distributed at the same time as Individual Settlement Payments to the Covered Class Members.

25 3.11.3 The Individual PAGA Payments shall be calculated as follows: "PAGA
26 Compensable Workweeks" shall be the total of all weeks worked as non-exempt employees by
27 PAGA Associates for Defendant in California during the PAGA Period. The dollars per
28 compensable workweek ("PAGA Workweek Value") will be calculated by dividing twenty-five

1 percent (25%) of the PAGA Allocation by the PAGA Compensable Workweeks. The PAGA
2 Workweek Value will be multiplied by the number of weeks each PAGA Associate worked for
3 Defendant in California as a non-exempt employee during the PAGA Period to determine the
4 distribution for each Individual PAGA Payment.

5 3.11.4 PAGA Associates cannot opt out of receipt of the Individual PAGA
6 Payment. All PAGA Associates will receive an Individual PAGA Payment and be bound by the
7 PAGA release set forth in Paragraphs 3.2 and 3.14, regardless of whether s/he opts out of the
8 Settlement, as described in Paragraph 3.8.

9 3.11.5 Defendant shall submit this Agreement to the LWDA via the LWDA's
10 electronic submission form, at the same time that the Agreement is submitted to this Court.
11 Defendant also shall submit Final Judgment, if entered, to the LWDA, as required by statute.

12 3.11.6 The PAGA LWDA Payment shall be paid to the State of California from
13 the Maximum Settlement Amount by the Settlement Administrator at the same time as Individual
14 Settlement Payments to the Covered Class Members.

15 3.11.7 Individual Settlement Payments. Individual Settlement Payments shall be
16 paid from the Net Settlement Amount pursuant to the formula set forth in Paragraph 3.12 below.
17 The Individual Settlement Payments of Covered Class Members shall be mailed by regular First
18 Class U.S. Mail to their last known mailing address. The Settlement Administrator shall mail all
19 Individual Settlement Payments within five (5) business days after the funding of the Settlement
20 is completed. Covered Class Members may only receive an Individual Settlement Payment if
21 they do not opt out of the Settlement by timely and validly submitting a Request for Exclusion.

22 3.12 Individual Settlement Payment Formula. The Individual Settlement Payments
23 shall be calculated as follows: "Compensable Workweeks" shall be the total of weeks worked as
24 non-exempt employees by Covered Class Members for Defendant in California during the Class
25 Period. The "Workweek Value" will be calculated by dividing the Net Settlement Amount by the
26 Compensable Workweeks. The Workweek Value will then be multiplied by the number of weeks
27 each Covered Class Member worked for Defendant in California as a non-exempt employee
28 during the Class Period to determine the distribution, prior to legal deductions, for each Covered

1 Class Member (“Individual Settlement Payment”). The Individual Settlement Payment will be
2 reduced by any required legal deductions for each Covered Class Member, including required tax
3 deductions as set forth in Paragraph 3.3.

4 3.13 Disposition Of Uncashed Checks. If a Covered Class Member and/or PAGA
5 Associate fails to cash his or her Individual Settlement Payment within 180 days after the date it
6 is mailed to him/her, the Settlement Administrator will send the uncashed amounts to the
7 California State Controller, with the identity of each of the Covered Class Members to whom the
8 funds belong, to be held for the individual per the California Unclaimed Property Law, and such
9 funds will remain the Covered Class Members’ property to the extent legally applicable.

10 3.14 Release Of PAGA Claims. Upon the approval by the Court of this Agreement,
11 Plaintiffs, all PAGA Associates, and the State of California shall be deemed to have fully, finally,
12 and forever released, relinquished, and discharged each and all of the Released Parties from the
13 PAGA Associates’ Released Claims.

14 3.15 General Release Of Plaintiffs’ Claims. Upon the approval by the Court of this
15 Agreement, in exchange for General Release Payments, and the other terms and conditions of the
16 Settlement, Plaintiffs agree to enter into standalone, confidential general releases, wherein they
17 will release, acquit, and forever discharge Released Parties, or any of them, from any and all
18 known and unknown claims. The general releases will waive the protection of California Civil
19 Code section 1542, which provides:

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

26 Execution of standalone confidential general releases is a condition precedent to
27 Plaintiffs’ receipt of General Release Payments.

28 3.16 Covered Class Members’ Release Of Claims. Upon the approval by the Court of
this Agreement, Plaintiffs, and all Covered Class Members shall be deemed to have fully, finally,
and forever released, relinquished, and discharged each and all of the Released Parties from the

1 Covered Class Members' Released Claims. Each Settlement Check shall contain pre-printed
2 language stating: "By cashing this check, I am affirmatively opting into the release of claims in
3 *Greene v. Dollar Tree Distribution, Inc.*, Case No. CIVSB2420954, and releasing the Released
4 Claims described in the Settlement Agreement."

5 3.17 Plaintiff's Counsel Award And Costs. Defendant agrees not to oppose or object to
6 any application or motion by Plaintiffs' Counsel for attorneys' fees (Plaintiff's Counsel Award) in
7 an amount not to exceed thirty-five percent (35%) of the Maximum Settlement Amount and will
8 not oppose Plaintiff's Counsel's request for Plaintiff's Counsel Costs up to the amount of Fifty
9 Thousand Dollars and Zero Cents (\$50,000.00) for reasonable litigation costs. Any Plaintiff's
10 Counsel Award and Plaintiff's Counsel Costs will be paid from the Maximum Settlement
11 Amount. Plaintiff's Counsel shall be paid Plaintiff's Counsel Award and Plaintiff's Counsel
12 Costs, no later than ten (10) business days after the Settlement is fully funded. Plaintiff's Counsel
13 shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant
14 to this paragraph. The Settlement Administrator shall issue an IRS Form 1099-MISC to
15 Plaintiff's Counsel for the payments made pursuant to this paragraph. This Settlement is not
16 contingent upon the Court awarding Plaintiff's Counsel any particular amount in attorneys' fees
17 and costs. Any amount requested by Plaintiff's Counsel for the Plaintiff's Counsel Award and
18 Plaintiff's Counsel Costs and not granted by the Court shall return to the Net Settlement Amount
19 and be distributed as provided in this Agreement.

20 3.18 Option To Terminate Settlement. The Settlement Administrator will provide a
21 final report of the number of Settlement Class Members who opt out of the Settlement. If more
22 than five-percent (5%) of the Settlement Class Members opt out according to the Settlement
23 Administrator's final report and/or Settlement Class Members that account for ten-percent (10%)
24 of the total Compensable Workweeks opt out, Defendant may rescind the Settlement within
25 seven (7) business days of learning this information.

26 3.19 Settlement Administration. The Parties agree to cooperate in the Settlement
27 Administration process and to make all reasonable efforts to control and minimize the cost and
28 expenses incurred in administration of the Settlement. The Parties each represent they do not

1 have any financial interest in the Settlement Administrator or otherwise have a relationship with
2 the Settlement Administrator that could create a conflict of interest. The Settlement
3 Administrator shall keep the Parties timely apprised of the performance of all Settlement
4 Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other
5 tax documents required by administration of this Agreement shall be prepared by the Settlement
6 Administrator. Any expenses incurred in connection with such preparation shall be a cost of
7 administration of the Settlement. The Settlement Administrator shall be paid the Settlement
8 Administration Costs once it has completed all work required of it under the Settlement.

9 3.20 Final Approval Hearing. At a reasonable time following the Response Deadline,
10 the Court shall hold the Final Approval Hearing, where objections, if any, may be heard, and the
11 Court shall determine amounts properly payable for (i) the Plaintiffs' Counsel's Award,
12 (ii) Plaintiffs' Counsel's Costs, (iii) the General Release Payments, (iv) Individual Settlement
13 Payments, (v) the PAGA Allocation, (vi) the Individual PAGA Payments; and (vii) the Settlement
14 Administration Costs.

15 3.21 Entry Of Final Judgment. If the Court approves this Settlement at the Final
16 Approval Hearing, the Parties shall request that the Court enter the Final Judgment, incorporating
17 the terms of the Settlement. After granting final approval of the Settlement, the Court shall retain
18 jurisdiction over the Parties to enforce the terms of the judgment.

19 3.22 No Effect On Employee Benefits. No benefits sponsored by Defendant, including
20 but not limited to 401(k) benefits, pensions, or retirement plans, shall increase or accrue as a
21 result of any payment made as a result of this Settlement.

22 3.23 Nullification Of Agreement. In the event (i) the Court does not enter the
23 Preliminary Approval Order as specified herein; (ii) the Court does not grant final approval of the
24 Settlement as provided herein; (iii) the Court does not enter a Final Judgment as provided herein;
25 or (iv) the Settlement does not become final for any other reason, including if Defendant voids the
26 Settlement pursuant to Paragraph 3.18, the following shall occur:

27 3.23.1 The Parties and any funds to be awarded under this Settlement shall be
28 returned to their respective statuses as of the date and time immediately prior to the execution of

this Agreement;

3.23.2 Any fees already incurred by the Settlement Administrator shall be paid by the Parties in equal shares.

3.23.3 The status of the Actions will return to the status at the time immediately prior to the execution of this Agreement. Should, for whatever reason, the Settlement not become final, the CFAC shall be deemed stricken, null and void *ab initio*, with the complaints on file as of the date of this Agreement remaining the operative pleadings in each of the Actions, respectively.

3.24 Waiver Of Certain Appeals. The Parties agree to waive their rights to an appeal relating to the Settlement. However, the Plaintiffs and/or Plaintiffs' Counsel may appeal any reduction to an award of attorneys' fees.

3.25 Appeal Of Final Judgment. In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

3.26 No Admission By The Parties. Defendant denies any and all claims alleged in these Actions and denies all wrongdoing whatsoever. This Agreement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant.

3.27 Exhibits And Headings. The terms of this Agreement include the terms set forth in any attached **Exhibits A** through **D**, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

3.28 Amendment Or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

3.29 Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement among the Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its

1 Exhibits.

2 3.30 Authorization To Enter Into Agreement. The Parties warrant and represent that
3 their respective counsel are expressly authorized by the Parties whom they represent to negotiate
4 this Agreement and to take all appropriate actions required or permitted to be taken by such
5 Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents
6 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate
7 with each other and use their best efforts to effect the implementation of the Settlement. In the
8 event the Parties are unable to reach agreement on the form or content of any document needed to
9 implement the Settlement, or on any supplemental provisions that may become necessary to
10 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or
11 mediator Katherine Edwards, Esq., to resolve such disagreement. The persons signing this
12 Agreement on behalf of Defendant represent and warrant that they are authorized to sign this
13 Agreement on behalf of Defendant. Plaintiff's Counsel represents and warrants that they are
14 authorized to sign this Agreement and that they do not represent anyone in connection with a
15 potential claim against Released Parties.

16 3.31 Binding On Successors And Assigns. This Agreement shall be binding upon, and
17 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined. The
18 Parties intend that this Settlement shall be fully enforceable and binding upon all Parties, and that
19 it shall be admissible and subject to disclosure in any proceeding to enforce its terms,
20 notwithstanding the mediation confidentiality provisions that otherwise might apply under federal
21 or state law.

22 3.32 California Law Governs. All terms of this Agreement and the Exhibits hereto
23 shall be governed by and interpreted according to the laws of the State of California.

24 3.33 This Settlement Is Fair, Adequate, And Reasonable. The Parties agree that this
25 Settlement is fair, adequate, and reasonable, and will so represent to the Court.

26 3.34 Jurisdiction Of The Court. The Parties agree that the Court shall retain jurisdiction
27 with respect to the interpretation, implementation, and enforcement of the terms of this
28 Agreement and all orders and judgments entered in connection therewith, and the Parties and their

1 counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing,
2 and enforcing the settlement embodied in this Agreement and all orders and judgments entered in
3 connection therewith.

4 3.35 Invalidity Of Any Provision. Before declaring any provision of this Agreement
5 invalid, the Court shall first attempt to construe the provisions to be valid to the fullest extent
6 possible consistent with applicable precedents so as to define all provisions of this Agreement so
7 they are valid and enforceable.

8 3.36 Cooperation. The Parties will work together expeditiously to obtain preliminary
9 and final approval of this Settlement.

10 3.37 Confidentiality. The Plaintiffs and Plaintiffs' Counsel agree that they will not
11 issue any press releases, initiate any contact with the press, respond to any press inquiry, post on
12 any internet websites, have any communication with the press, or otherwise publicize the fact,
13 amount or terms of the Settlement. If Plaintiffs' Counsel is contacted by a Settlement Class
14 Member, Plaintiffs' Counsel may respond that a Settlement has been reached and that the details
15 will be communicated in a forthcoming Court-approved notice. If a Plaintiff is contacted by a
16 Settlement Class Member, the Plaintiff may respond only that the Settlement Class Member
17 should contact Plaintiffs' Counsel. If a Plaintiff or Plaintiffs' Counsel violates this paragraph,
18 before the Parties have filed the papers seeking preliminary approval of the Settlement, Dollar
19 Tree Distribution may rescind the Settlement, rendering it null and void.

20 3.38 Notices. Unless otherwise specifically provided, all notices, demands, or other
21 communications in connection with this Settlement shall be: (1) in writing; (2) deemed given on
22 the third business day after mailing; and (3) sent via U.S. registered or certified mail, return
23 receipt requested, addressed as follows:

To Plaintiffs:

WILSHIRE LAW FIRM
John G. Yslas
William M. Pao
660 South Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

JUSTICE FOR WORKERS, P.C.
William C. Sung
Tiffany L. Luu
3600 Wilshire Boulevard, Suite 1815
Los Angeles, California 90010
Telephone: (323) 922-200
Facsimile: (323) 922-2000

To Defendant:

PAUL HASTINGS LLP
Ryan D. Derry
Emily J. Stover
101 California Street, 48th Floor
Francisco, California 94111
Telephone: (415) 856-7000
Facsimile: (415) 856-7100

3.39 Execution By Settlement Class Members. It is agreed that it is impossible or impractical to have each Settlement Class Member execute this Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if each Settlement Class Member executed this Agreement.

3.40 Execution By Plaintiffs. The Plaintiffs, by signing this Agreement, are bound by the terms herein.

3.41 No Prejudice Against Drafter. The Parties hereto agree that the terms and conditions of this Agreement of Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Agreement.

3.42 Counterparts. This Agreement shall become effective upon its execution by all of the undersigned. The Plaintiffs, Plaintiff's Counsel, Defendant, and Defense Counsel may execute this Agreement in counterparts, and execution of counterparts shall have the same force and effect as if each had signed the same instrument. Copies of the executed Agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

1 DATED: 7/29/2026, 2026

Signed by:
By: Sara Rafal
DOLLAR TREE DISTRIBUTION, INC.
Defendant

2
3
4 DATED: July 24, 2026

Signed by:
By: Shane Greene
SHANE GREENE
Plaintiff

5
6
7 DATED: _____, 2026

By: _____
DAVID STANLEY
Plaintiff

8
9 DATED: _____, 2026

By: _____
EDDIE RUSTRIAN
Plaintiff

10
11
12 DATED: _____, 2026

By: _____
JENNY LINARES
Plaintiff

13
14 DATED: _____, 2026

By: _____
ALEX FERNANDEZ
Plaintiff

15
16
17 DATED: _____, 2026

By: _____
ARIANNA JACOBO
Plaintiff

18
19 APPROVED:

20
21 DATED: July 20, 2026

WILSHIRE LAW FIRM, P.C.

22
23 By: William M. Paol
WILLAM M. PAO

24 Counsel for Plaintiffs
25 SHANE GREENE, ALEX FERNANDEZ,
26 DAVID STANLEY, EDDIE RUSTRIAN,
27 AND JENNY LINARES
28

1 DATED: _____, 2026

By: _____
DOLLAR TREE DISTRIBUTION, INC.
Defendant

2

3

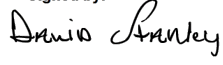
4 DATED: _____, 2026

By: _____
SHANE GREENE
Plaintiff

5

6

7 DATED: July 21, 2026

By: ^{Signed by:} 
207AE336AE98433
DAVID STANLEY
Plaintiff

8

9

10 DATED: _____, 2026

By: _____
EDDIE RUSTRIAN
Plaintiff

11

12 DATED: _____, 2026

By: _____
JENNY LINARES
Plaintiff

13

14

15 DATED: _____, 2026

By: _____
ALEX FERNANDEZ
Plaintiff

16

17 DATED: _____, 2026

By: _____
ARIANNA JACOBO
Plaintiff

18

19

20 APPROVED:

21 DATED: July 20, 2026

WILSHIRE LAW FIRM, P.C.

22

23 By: 
WILLIAM M. PAO

24

25 Counsel for Plaintiffs
SHANE GREENE, ALEX FERNANDEZ,
26 DAVID STANLEY, EDDIE RUSTRIAN,
27 AND JENNY LINARES
28

1 DATED: _____, 2026

By: _____
DOLLAR TREE DISTRIBUTION, INC.
Defendant

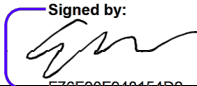
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4 DATED: _____, 2026

By: _____
SHANE GREENE
Plaintiff

5
6
7 DATED: _____, 2026

By: _____
DAVID STANLEY
Plaintiff

8
9 DATED: July 20, 2026

By:  _____
Signed by:
EDDIE RUSTRIAN
Plaintiff

10
11
12 DATED: _____, 2026

By: _____
JENNY LINARES
Plaintiff

13
14
15 DATED: _____, 2026

By: _____
ALEX FERNANDEZ
Plaintiff

16
17 DATED: _____, 2026

By: _____
ARIANNA JACOBO
Plaintiff

18
19
20 APPROVED:

21 DATED: July 20, 2026

WILSHIRE LAW FIRM, P.C.

22
23 By:  _____
WILLAM M. PAO

24 Counsel for Plaintiffs
25 SHANE GREENE, ALEX FERNANDEZ,
26 DAVID STANLEY, EDDIE RUSTRIAN,
27 AND JENNY LINARES
28

1 DATED: _____, 2026

By: _____
DOLLAR TREE DISTRIBUTION, INC.
Defendant

2
3
4 DATED: _____, 2026

By: _____
SHANE GREENE
Plaintiff

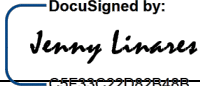
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6
7 DATED: _____, 2026

By: _____
DAVID STANLEY
Plaintiff

8
9 DATED: _____, 2026

By: _____
EDDIE RUSTRIAN
Plaintiff

10
11
12 DATED: July 20, 2026

By: 
JENNY LINARES
Plaintiff

13
14
15 DATED: _____, 2026

By: _____
ALEX FERNANDEZ
Plaintiff

16
17 DATED: _____, 2026

By: _____
ARIANNA JACOBO
Plaintiff

18
19 APPROVED:

20
21 DATED: July 20, 2026

WILSHIRE LAW FIRM, P.C.

22
23 By: 
WILLAM M. PAO

24 Counsel for Plaintiffs
25 SHANE GREENE, ALEX FERNANDEZ,
26 DAVID STANLEY, EDDIE RUSTRIAN,
27 AND JENNY LINARES
28

1 DATED: _____, 2026

By: _____
DOLLAR TREE DISTRIBUTION, INC.
Defendant

2
3
4 DATED: _____, 2026

By: _____
SHANE GREENE
Plaintiff

5
6
7 DATED: _____, 2026

By: _____
DAVID STANLEY
Plaintiff

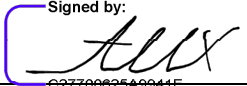
8
9 DATED: _____, 2026

By: _____
EDDIE RUSTRIAN
Plaintiff

10
11
12 DATED: _____, 2026

By: _____
JENNY LINARES
Plaintiff

13
14 DATED: July 21, 2026

Signed by:
By:  _____
ALEX FERNANDEZ
Plaintiff

15
16
17 DATED: _____, 2026

By: _____
ARIANNA JACOBO
Plaintiff

18
19 APPROVED:

20 DATED: July 20, 2026

WILSHIRE LAW FIRM, P.C.

21
22
23 By:  _____
WILLAM M. PAO

24 Counsel for Plaintiffs
25 SHANE GREENE, ALEX FERNANDEZ,
26 DAVID STANLEY, EDDIE RUSTRIAN,
27 AND JENNY LINARES
28

1 DATED: _____, 2026

By: _____
DOLLAR TREE DISTRIBUTION, INC.
Defendant

2
3
4 DATED: _____, 2026

By: _____
SHANE GREENE
Plaintiff

5
6
7 DATED: _____, 2026

By: _____
DAVID STANLEY
Plaintiff

8
9 DATED: _____, 2026

By: _____
EDDIE RUSTRIAN
Plaintiff

10
11
12 DATED: _____, 2026

By: _____
JENNY LINARES
Plaintiff

13
14 DATED: _____, 2026

By: _____
ALEX FERNANDEZ
Plaintiff

15
16
17 DATED: July 17, 2026

By:  _____
ARIANNA JACOBO
Plaintiff

18
19 APPROVED:

20
21 DATED: _____, 2026

WILSHIRE LAW FIRM, P.C.

22

By: _____
WILLAM M. PAO

23
24

Counsel for Plaintiffs
SHANE GREENE, ALEX FERNANDEZ,
DAVID STANLEY, EDDIE RUSTRIAN,
AND JENNY LINARES

25

26

27

28

1 DATED: DATED: July 17, 2026

JUSTICE FOR WORKERS, P.C.

2
3 By: 

4 WILLIAM C. SUNG

5 Attorneys for Plaintiff
6 ARIANNA JACOBO

7 DATED: DATED: July 30, 2026

PAUL HASTINGS LLP

8
9 By: 

RYAN D. DERRY

10 Attorneys for Defendant
11 DOLLAR TREE DISTRIBUTION, INC.

12 LEGAL_US_W # 185984141.7