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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SAN DIEGO**

15
16 CRYSTAL JOURDEN, an individual, on
behalf of herself, and on behalf of all persons
17 similarly situated,

18 Plaintiff,

19 v.

20 7-ELEVEN, INC., a Texas corporation; and
21 DOES 1-50, Inclusive,

22 Defendants.
23

Case No. 37-2023-00055846-CU-OE-CTL

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: October 31, 2025
Time: 10:15 a.m.

Judge: Hon. Wendy M. Behan
Dept.: 66

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge. I am an attorney-at-
4 law and the owner of the law firm of JCL LAW FIRM, APC (hereinafter “Class Counsel”). I am
5 co-counsel of record for Plaintiff CRYSTAN JOURDEN, on behalf of herself, and on behalf of
6 all persons similarly situated, (hereafter “Plaintiff” or “Class Representative) in this wage and
7 hour class action filed against Defendant 7-ELEVEN, INC. (“Defendant”).

8 2. This declaration is being submitted in support of Plaintiff’s Motion for Final
9 Approval of Class Action and PAGA Settlement.

10 3. Attached hereto as **Exhibit “A”** is a true and correct copy of the fully executed the
11 Class Action and PAGA Settlement Agreement and Amendment No. 1 to the Class Action and
12 PAGA Settlement Agreement (hereinafter collectively the “Agreement”).

13 4. Attached hereto as **Exhibit “B”** is a true and correct copy of the April 28, 2025,
14 Preliminary Approval Order.

15 5. Attached hereto as **Exhibit “C”** is a true and correct copy of proof of filing the
16 proposed Settlement with the LWDA.

17 6. Attached hereto as **Exhibit “D”** is a true and correct copy of the October 7, 2025,
18 proof of filing this motion seeking final approval of this Settlement with the LWDA.

19 7. Attached hereto as **Exhibit “E”** is a true and correct copy of the JCL Law Firm,
20 APC’s “Firm Resume” detailing the credentials and a summary of cases on which Counsel has
21 been appointed Class Counsel.

22 **I. INTRODUCTION**

23 8. An objective evaluation of the proposed settlement of \$1,900,000.00 (“Gross
24 Settlement Amount”) confirms that the relief negotiated on behalf of the Settlement Class is fair,
25 reasonable, and valuable. The Settlement is a product of informed, adversarial, and non-collusive
26 negotiations, between experienced counsel, guided by the wisdom and experience of the Brandon
27 McKelvey, Esq., a respected and experienced mediator of wage and hour class and PAGA
28 actions. After deducting any Court-approved Class Representative Service Payment, Class

1 Counsel Fees Payment, Class Counsel Litigation Expense Payment, Administration Expenses
2 Payment and the PAGA Penalties, the Net Settlement Amount shall be distributed to the
3 Settlement Class Members based on the number of Workweeks they worked while employed by
4 Defendant during the Class Period. *The Class greeted news of the Settlement with nearly*
5 *unanimous approval.* There were zero objections and only one opt-out to the Settlement. The
6 99.98% approval by the Settlement Class evidences the clear fairness and reasonableness of the
7 Settlement.

8 9. This Settlement provides substantial recovery to Class Members. Plaintiff
9 estimates that the Settlement, if approved, would result in a Net Settlement Amount of
10 approximately **\$1,061,916.67**. This will result in an average Individual Settlement Payment of
11 **\$166.24**, with the estimated highest gross payment being **\$961.87** and the lowest gross payment
12 being **\$7.82**. Aggrieved Employees will receive an estimated average gross payment of **\$3.91**,
13 with the estimated highest gross payment being **\$20.45** and the lowest gross payment being
14 **\$0.35**.

15 10. The relief offered by the Settlement is immediate and is particularly impressive
16 when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour
17 cases (*see infra*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will
18 not have to wait (possibly years) for relief, nor will they have to bear the risks associated with
19 prolonged and uncertain litigation.

20 11. As discussed below, the proposed Settlement satisfies all criteria for final
21 settlement approval under California law and falls well within the range of reasonableness.
22 Accordingly, Class Representatives and Class Counsel respectfully request this Court grant final
23 approval of the Agreement and, entry of the proposed Final Approval Order and Judgment.

24 **II. OVERVIEW OF THE LITIGATION**

25 12. Defendant owns, operates, and/or manages, hundreds of convenience stores
26 throughout California, including in the City and County of San Diego, where Plaintiff worked.
27 This action asserts claims on behalf of all persons who are or previously were employed by
28 Defendant in its California stores and classified as non-exempt employees at any time during the

1 Class Period. At all times during her employment, Plaintiff earned an hourly wage and was
2 entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages
3 for all hours worked. Throughout her employment, Plaintiff was subject to Defendant's written
4 policies and procedures contained in, among other documents, the "7-11 Employee Handbook."

5 13. On October 19, 2023, Plaintiff served Defendant and the Labor and Workforce
6 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's
7 PAGA Notice set forth the facts and theories supporting Defendant's alleged violations of various
8 provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC")
9 Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys
10 General Act, Cal. Lab. Code Sections 2698 et seq ("PAGA").

11 14. On the same date, Plaintiff filed a wage and hour class action in the San Diego
12 Superior Court entitled *Jourden v. 7-11, Inc.*, Case Number 37-2023-00045550-CU-OE-CTL
13 ("*Jourden* State Court Class Action"). The *Jourden* State Court Class Action asserted claims for
14 (1) Unfair Competition in Violation of California Business and Professions Code §§ 17200; (2)
15 Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 and
16 1197.1; (3) Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510 *et seq.*;
17 (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512;
18 (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (6)
19 Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code §2802;
20 (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; and
21 (8) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code §226.

22 15. Defendant answered the *Jourden* State Court Class Action on November 11, 2023,
23 and then promptly removed the action to the United States District Court for the Southern District
24 of California case number 23-cv-2156-GPC-DEB ("*Jourden* Federal Class Action").

25 16. On December 27, 2023, Plaintiff filed the instant action in the San Diego Superior
26 Court case number 37-2023-00055846-CU-OE-CTL ("*Jourden* PAGA Action"). Initially,
27 Plaintiff alleged a single cause of action in her representative capacity on behalf of the State of
28

1 California and the Aggrieved Employees against Defendant for violations of PAGA. Defendant
2 answered the *Jourden* PAGA Action on March 27, 2023.

3 17. Thereafter, the Parties engaged in extensive litigation across both the *Jourden*
4 Federal Class Action and the *Jourden* PAGA Action, including but not limited to, propounding
5 and responding to multiple sets of Special Interrogatories, Requests for Production of Documents
6 and Requests for Admission. Additionally, the Parties exchanges mandatory Federal Rule of Civil
7 Procedure Rule 26 disclosures. The parties also participated in Early Neutral Evaluation (“ENE”)
8 before Federal Magistrate Judge Daniel E. Butcher.

9 18. Following the ENE, the Parties agreed to participate in a private mediation with
10 respected wage and hour mediator Brandon McKelvey, Esq. To prepare for mediation, Defendant
11 agreed to informally produce additional documents and data points subject to the mediation
12 privilege, including but not limited to, a 15% anonymized sampling of the Class Members’ time
13 and payroll data, and pertinent written wage and hour policies. As discussed *infra*, Plaintiff’s
14 counsel retained the forensic consultants at Berger Consulting Group (“BCG”) to analyze
15 Defendant’s time and payroll data.

16 19. Prior to the mediation, Plaintiff’s counsel learned of several other pending class and
17 PAGA representative actions against Defendant. Those actions are: (1) *Jose Lugo Verdugo v. 7-*
18 *Eleven, Inc.*, Sacramento Superior Court class action with Case No. 23CV011003, removed to
19 USDC Eastern District of California as Case No. 2:23cv3001, and Sacramento Superior Court
20 PAGA action with Case No. 23CV011524 (collectively “*Verdugo* Actions”), (2) *Michelle Renee*
21 *Rezentes v. 7-Eleven, Inc.*, Contra Costa County Superior Court PAGA action with Case No.
22 C23-02329 and Contra Costa Superior Court class action with Case No. C-24-00149
23 (collectively “*Rezentes* Actions”), (3) *Kimberly Persson v. 7-11, Inc.*, Sacramento Superior Court,
24 class and PAGA representative action with Case Number 24-CV000862, removed to USDC
25 Eastern District with Case No. 2:24-CV-00569 (“*Persson* Action”). Thereafter, Counsel for
26 Plaintiff Jourden coordinated with all counsel and scheduled a global mediation with mediator
27 Brandon McKelvey, Esq.

1 20. On May 16, 2024, the Parties participated in a full day mediation with the Brandon
2 McKelvey, Esq. After arms-length negotiations and bargaining, the Parties accepted a Mediator's
3 proposal to resolve all the claims asserted in the *Jourden* Federal Class Action, *Jourden* State
4 Court Class Action and the *Jourden* PAGA Action.¹ After reaching an agreement in principle, the
5 parties negotiated a long-form settlement agreement, which is the subject of the instant motion.

6 21. As part of the Agreement, on September 19, 2024, Plaintiff filed the operative First
7 Amended Complaint in the *Jourden* PAGA Action, adding the class claims asserted in the
8 *Jourden* State Court Class Action and the *Jourden* Federal Class Action (since dismissed, without
9 prejudice).

10 22. On April 28, 2025, this Court preliminarily approved the Settlement.

11 **III. THE SETTLEMENT BEFORE THE COURT**

12 23. The Court preliminarily approved a Gross Settlement Amount of \$1,900,000.00
13 based on a total of approximately 126,000 Workweeks worked by the Settlement Class during the
14 Class Period. The Gross Settlement Amount shall be used: (1) to satisfy Individual Settlement
15 Payments; (2) to satisfy the Class Representative Service Payment; (3) to satisfy the PAGA
16 Penalties; (4) to satisfy the Administration Expenses Payment; and (5) to satisfy the Class
17 Counsel Fees Payment and Class Counsel Litigation Expense Payment. The remainder, the Net
18 Settlement Amount, shall be used for the payment of all Individual Settlement Payments to
19 satisfy all Released Claims.

20 24. As explained in further detail below, the Settlement is fair, adequate, and
21 reasonable to the class and should be granted final approval. This is evidenced by the near
22 unanimous approval of the Settlement by the Settlement Class and absence of any objections to
23 the Settlement and the average Individual Settlement Payment of **\$166.24**.

24 **A. Class Counsel Conducted a Thorough Investigation**

25 25. Months before filing the Action, Class Counsel began its pre-filing investigation
26 into the Plaintiff's complaints. Class Counsel's investigation started with several lengthy
27 _____

28 ¹ Separately, Mediator McKelvey resolved the *Verdugo* Actions, *Rezentes* Actions and the *Perssons* Action on an individual basis.

1 interviews with Plaintiff. As part of the interview process, the Plaintiff produced documents
2 related to her employment. At the conclusion of the interviews, Class Counsel determined that
3 Plaintiff's complaints justified further inquiry.

4 26. Class Counsel subsequently requested Plaintiff's employee files from Defendants.
5 In response, Defendants produced dozens of pages of documents which included Defendant's
6 written policies and Plaintiff's personnel, payroll, and time records. Class Counsel reviewed and
7 analyzed the documents and determined the documents appeared to substantiate Plaintiff's claim
8 that Defendants failed to, among other things, pay for all hours worked and provide compliant
9 meal and rest periods.

10 27. Considering the many anticipated factual disputes, the Parties agreed that it would
11 be in the best interest of both Parties to mediate the matter. To prepare for mediation, the Parties
12 agreed to informally produce additional documents and data points subject to the mediation
13 privilege, including but not limited to, a 15% anonymized sampling of the Class Members' time
14 and payroll data, and pertinent written wage and hour policies.

15 28. Class Counsel then retained the statisticians and economists at Berger Consulting
16 Group ("BCG") to evaluate the Class Members' payroll and time data. BCG provides data
17 analysis and damage modeling consulting services, specializing in wage and hour class actions.
18 BCG's team of financial and data analysts are credentialed and experienced experts in their fields
19 and have provided their expertise on thousands of cases. Stated differently, the BCG is well-
20 qualified to analyze Defendant's time and payroll data.

21 29. BCG analyzed Defendant's time and payroll data to assist in the development of
22 various damage models. Among other things, BCG determined the approximate number of work
23 shifts, workweeks, pay periods, average length of shift, and average number of hours worked per
24 workweek and pay periods during the Class Period. BCG also estimated the number of meal and
25 rest period violations and the amount of unpaid wages during the Class Period.

26 30. In advance of mediation, Class Counsel created several damage models predicated
27 on the BCG analysis. Class Counsel's models calculated Defendant's potential liability exposure
28

1 while accounting for the uncertainties of continued litigation. These damage models informed
2 and guided Class Counsel during the mediated settlement discussions.

3 31. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
4 determining Plaintiff's suitability as a putative class representative through interviews,
5 background investigations, and analysis of her employment file; (2) evaluating all of Plaintiff's
6 potential claims; (3) researching similar wage and hour class actions as to the claims brought, the
7 nature of the positions, and the type of employer; (4) analyzing the Class Members' time and
8 payroll records; (5) analyzing Defendants' labor policies and practices; (6) researching
9 settlements in similar cases as well as outstanding issues which could affect settlement approval;
10 (7) evaluating Plaintiff's claims and estimating Defendants' liability for purposes of settlement;
11 (8) drafting the mediation brief; and (9) participating in the mediations. This investigation
12 allowed Class Counsel to fully assess the nature and magnitude of the claims being settled, as
13 well as the impediments to recovery, such as to make an independent assessment of the
14 reasonableness of the terms to which the Parties have agreed.

15 32. Class Counsel only agreed to enter the Settlement following this thorough
16 investigation, evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable
17 law, and marketplace for similar settlements, and considering the risk of significant delay,
18 uncertainty associated with litigation, and the various defenses asserted by Defendants, Class
19 Counsel firmly believe this Agreement to be in the best interests of the Class Members. Because
20 the Settlement's terms are fair, reasonable, and adequate, the Court should approve the
21 Settlement.

22 **B. The Parties Settled at Mediation**

23 33. On May 16, 2024, the Parties participated in mediation presided over by Brandon
24 McKelvey, Esq., a respected and experienced mediator of wage and hour class and PAGA
25 actions. Mediator McKelvey helped to manage the Parties' expectations and provided a useful,
26 neutral analysis of the issues and risks to both sides. The Parties made substantial progress with
27 Mediator McKelvey's assistance. Namely, the Parties exchanged information regarding their
28 respective claims and defenses, including their respective evaluations of the damages. At the

1 conclusion of the mediation, Mediator McKelvey issued a mediator's proposal for settlement.
2 The Parties ultimately accepted Mediator McKelvey's proposal. The complete and final terms of
3 the Parties' settlement are now set forth in the Agreement. Class Counsel submits that the
4 Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

5 34. As discussed above, the Parties subsequently negotiated the terms of the
6 Agreement based on Defendants' representations and Mediator McKelvey's recommendation. No
7 action would likely have been taken by Class Members individually, and no compensation would
8 have been recovered for them, but for Plaintiff's services on behalf of the Class.

9 **C. Class Counsel is Experienced in Similar Litigation**

10 35. Plaintiff is represented by competent and experienced counsel to pursue her claims.
11 I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm
12 representing aggrieved employees and consumers throughout California in wage and hour class
13 actions and complex multi-party product liability matters. The Firm currently consists of myself,
14 Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate
15 Attorney), Perssia Razma, Esq. (Associate Attorney), Johnny Nitti, Esq. (Associate Attorney),
16 Carolina Faccin, Esq. (Associate Attorney), Tesla Stone (Senior Paralegal and Office Manager),
17 Jennifer Heming (Paralegal), Andrew Ward (Law Clerk), and Allysa Castillo (Legal Assistant).

18 36. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
19 Employees. I have extensive experience with wage and hour class and representative actions
20 litigation like this matter, and employment matters in general. Additionally, I have extensive
21 complex mass tort litigation experience and complex construction product liability experience. I
22 can, will and have adequately represented the interests of the Plaintiff, the State of California and
23 the Aggrieved Employees throughout this action.

24 37. I have represented consumers and employees in California class actions, and
25 complex multi-party product liability actions exclusively for more than 17 years. I have been in
26 practice as a plaintiff's civil litigation attorney since April 2007.

27 38. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
28 Employees. I have extensive experience with wage and hour class and representative actions

1 litigation like this matter, and employment matters in general. My credentials are reflected in the
2 JCL Law Firm, APC, Firm Resume, a true and correct copy of which is attached hereto as
3 **Exhibit “E.”** Some of the major cases the Firm has undertaken are also set forth in **Exhibit “E.”**

4 39. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in
5 a favorable verdict for the firm’s clients.

6 40. Finally, I have published appellate experience in *William Blanchette et al., v. The*
7 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521, *Duran v.*
8 *EmployBridge Holding Co. LLC* (2023) 92 Cal.App.5th 59.

9 41. Consequently, I have been named to the prestigious Thomson Reuters, Super
10 Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters,
11 the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see
12 https://www.superlawyers.com/about/selection_process.html.) Additionally, I was also named
13 2025 Super Lawyer in Employment Law by Thompson Reuters.

14 **D. The Gross Settlement Amount is Fair and Reasonable**

15 42. Here, the Settlement is clearly within the “ballpark” of reasonableness because the
16 Settlement provides a sizeable recovery to the Settlement Class and need not necessarily obtain
17 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*,
18 91 Cal.App.4th at 250. While the Gross Settlement Amount represents a discount on Defendant’s
19 potential exposure if Plaintiff established liability on all claims and was awarded the full amount
20 of the estimated damages at trial, this compromise is reasonable because (1) the formidable
21 defenses raised by Defendant presented a risk that could award significantly less in damages than
22 Plaintiff’s estimate and (2) any theoretical post-trial recovery may require many more years of
23 litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

24 43. As detailed at the time of preliminary approval, the Gross Settlement Amount is
25 fair and reasonable considering the nature and magnitude of the claims being settled and the
26 various potential impediments to recovery. Class Counsel developed varied economic damages
27 models measuring Defendant’s liability exposure while accounting for the uncertainties of
28 continued litigation. The various models were informed by Class Counsel’s investigation,

1 including the analysis of a significant sample of time and payroll data. As detailed in greater
2 depth during the preliminary approval process, Class Counsel projected a range of Defendant's
3 liability exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement
4 Amount represents approximately 34% of Defendants' *class-wide* liability exposure for damages
5 and 7% of Defendants' maximum *class-wide* exposure inclusive of penalties, as estimated by
6 Class Counsel at the time of mediation.

7 44. Clearly the goal of this litigation to obtain redress for the class has been met by this
8 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length
9 negotiations between experienced counsel, the settlement is fair and reasonable, and is therefore
10 entitled to final approval.

11 **E. The Strength of Plaintiff's Case and Risks of Continued Litigation**

12 45. Although Class Counsel believes strongly in Plaintiff's claims, it would be
13 misguided to ignore the asserted defenses. If successful on any one of its defenses, Defendants
14 could defend the action or, at least, drastically undercut Plaintiff's claims.

15 46. With respect to the most immediate challenge, i.e., class certification, the risks
16 attendant to the certification of similar wage and hour claims are demonstrated by *Ali v. U.S.A.*
17 *Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341. There, the Court of Appeal affirmed the Trial
18 Court's denial of class certification because employees' declarations attesting to having taken
19 meal and rest breaks demonstrated that individualized inquiries were required to show harm. *See*
20 *also Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following
21 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due
22 to lack of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88
23 (denying certification of driver meal and rest period claims based on the predominance of
24 individual issues).

25 47. Further, even if a class is certified, liability remains uncertain. The risks attendant
26 to the issue of Defendant's liability in similar wage and hour actions are demonstrated by *Duran*
27 *v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31. There, the Court reversed a trial
28 verdict in favor plaintiffs in a wage and hour class action. *See also Tien v. Tenet Healthcare*

1 *Corp.* (2012) 209 Cal.App.4th 1077, 1088 (“[T]he reason, if any, that employees might not take
2 their breaks were predominantly individualized questions of fact not susceptible to class
3 treatment.”).

4 48. Finally, even if a class is certified and Defendants are found liable for the class
5 claims alleged, post-certification risks remain, including a reversal of a favorable judgment for
6 Plaintiff and decertification of the class. These post-certification risks are demonstrated by
7 *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit
8 vacated reversed and remanded a \$110 million judgement against an employer for, *inter alia*,
9 inaccurately paying overtime, and directed the trial court to enter judgement in favor of the
10 employer. *See also O’Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087
11 (decertification of wage and hour misclassification action).

12 49. Collectively, the examples cited above illustrate the uncertain nature of class
13 litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a
14 significant risk factor favoring settlement.

15 50. Although Plaintiff is confident about the strength of her claims, Plaintiff
16 nevertheless recognizes that Defendant has factual and legal defenses that, if successful, would
17 potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of
18 wage and hour litigation can drastically affect the value of Plaintiff’s claims and, in fact, already
19 has.

20 51. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668 and *O’Conner*
21 *v. Uber Technologies*, 82 F. Supp. 3d 1133 (N.D. Cal. 2018) and *Duran v. U.S. Bank National*
22 *Assn.*, 59 Cal. 4th 1 (2014), the complexities and duration of further litigation cannot be
23 overstated. There is little doubt that if Defendant faced a large adverse judgement, Defendant
24 undoubtedly has the resources to post a bond and appeal. A post-judgment appeal by Defendant
25 would have required many more years to resolve, assuming the judgment was affirmed. If the
26 judgment was not affirmed in total, then the case could have dragged on for years after the
27 appeal. The benefits of a guaranteed recovery today outweigh an uncertain result three or more
28 years in the future.

1 52. Class Representative and Class Counsel believe that the Settlement confers
2 substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation,
3 Class Representative and Class Counsel have determined that the Settlement set forth in the
4 Agreement is in the best interest of the Class, is fair, reasonable and adequate, and should be
5 granted final approval.

6 **IV. THE PENALTIES UNDER PAGA ARE REASONABLE**

7 53. Here, Plaintiff and Defendant negotiated good faith PAGA Penalties in the amount
8 of \$95,000.00 which is 5% of the Gross Settlement Amount. This amount falls well within the
9 range of approved PAGA Penalties. Seventy-five percent (75%) of the PAGA Penalties
10 (\$71,250.00) will be paid to the LWDA (“LWDA PAGA Penalties”) with the remaining twenty-
11 five percent (25%) (\$23,750.00) to be distributed to the Aggrieved Employees, which is within
12 the range of PAGA penalties approved by courts and should be approved.

13 54. Further, on January 9, 2025, Class Counsel gave the LWDA notice of this
14 Settlement and proposed allocation by filing a copy of the Settlement and the Motion for
15 Preliminary Approval with the LWDA. On October 7, 2025, Plaintiff gave the LWDA notice of
16 this motion seeking final approval of this settlement. By not registering an objection with either
17 Class Counsel or the Court, the LWDA has accepted and approved of the proposed PAGA
18 Penalties.

19 55. I declare under the penalty of perjury under the laws of the State of California that
20 the foregoing is true and correct. Executed this 7th day of October 2025, at San Diego, California.

21
22 **JCL LAW FIRM, APC**

23 By: 
24 Jean-Claude Lapuyade, Esq.
25 Attorneys for Plaintiff
26
27
28

EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Crystal Jourden (“Plaintiff”) and defendant 7-Eleven, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Crystal Jourden v. 7-Eleven, Inc.*, Case No. 37-2023-00055846 initiated on December 27, 2023 and pending in Superior Court of the State of California, County of San Diego.
- 1.2 “Administrator” means APEX Class Action Administrators, 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 of the Settlement.
- 1.4 “Aggrieved Employee” means all persons who are or previously were employed by 7-Eleven, Inc. in California and classified as non-exempt employees at any time during the PAGA Period.
- 1.5 “Class” means all persons who are or previously were employed by 7-Eleven, Inc. in its California stores and classified as non-exempt employees at any time during the Class Period.
- 1.6 “Class Counsel” means Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani Zakay of the Zakay Law Group, APC, Zachary M. Crosner, Jamie K. Serb, and Sepideh Ardestani of Crosner Legal, P.C., Manny Starr of Frontier Law Center, Roman Otkupman of Otkupman Law Firm.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute 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 available), and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement 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.

- 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 in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from August 28, 2022 to August 16, 2024.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of San Diego.
- 1.16 “Defendant” means named Defendant 7-Eleven, Inc.
- 1.17 “Defense Counsel” means Julie R. Trotter and Mireya A.R. Llauro of Call & Jensen.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) 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.
- 1.19 “Final Approval” or “Final Approval Order” means the Court’s Order Granting Final Approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$1,900,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 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 Administrator’s Expenses.
- 1.23 “Individual Class Payment” means each 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 Workweeks worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 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 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 remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “Operative Complaint” means the First Amended Complaint filed as part of a stipulation between Plaintiff and Defendant in August 2024.
- 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 from June 27, 2022 to August 16, 2024.
- 1.33 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.34 “PAGA Notice” means Plaintiff’s October 19, 2023 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 (\$95,000.00) to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$23,750.00) and 75% to LWDA (\$71,250.00) 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 from the Settlement.
- 1.37 “Plaintiff” means Crystal Jourden, the named plaintiff in the Action.
- 1.38 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.39 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of the Settlement.

- 1.40 “Released Class Claims” means the claims being released as described in Paragraph 5.1 below.
- 1.41 “Released PAGA Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.42 “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.
- 1.43 “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.
- 1.44 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.45 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.46 “Workweek” means any week during which a Class Member worked for Defendant for at least part of one day, during the Class Period.

2. RECITALS.

- 2.1 On December 27, 2023, Plaintiff commenced this Action by filing a Complaint alleging a cause of action under PAGA against Defendant for recovery of penalties failure to pay all minimum wages, overtime wages, premium wages in lieu of missed/denied/late meal and rest periods, failure to reimburse business expenses, failure to timely pay wages during the course of employment and upon separation of employment, and failure to provide a safe and healthful place of employment. In August 2024, Plaintiff filed a First Amended Complaint, and in addition to seeking penalties pursuant to PAGA, alleged, on a class wide basis, causes of action against Defendant of failure to pay all minimum wages, overtime wages, premium wages in lieu of missed/denied/late/short meal and rest periods, failure to reimburse business expenses (including but not limited to reimbursement for expenses associated with personal cell phone use or data usage for work purposes, mileage, equipment purchased or maintained in order to perform work such as face masks, uniforms, work clothing, work shoes, personal protective/safety gear), failure to timely pay wages during the course of employment and upon separation of employment, failure to provide a safe and healthful place of employment, violations of paid sick leave or sick time laws, and unfair competition pursuant to California Bus. & Prof. Code section 17200 et. seq. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3 On May 16, 2024, the Parties participated in an all-day mediation presided over by Brandon McKelvey, Esq. which led to this Agreement to settle the Action.
- 2.4 Prior to mediation, Plaintiff obtained, through formal and informal discovery, (including the production of Defendant's policies, a sampling of employee time and pay records, and Plaintiff's personnel file). Plaintiff's 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*").
- 2.5 The Court has not granted class certification.

3. MONETARY TERMS.

- 3.1 **Gross Settlement Amount.** Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$1,900,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. 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.** The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
 - 3.2.1 **To Plaintiff:** Class Representative Service Payment to the Class Representative of not more than \$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 Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Final Approval motion, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 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. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
 - 3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$633,333.33 and a Class Counsel Litigation Expenses Payment of not more than \$60,000.00. The Class Counsel Fees Payment shall be allocated as

follows: 36% to Crosner Legal, P.C.; 18% to JCL Law Firm, APC; 18% to the Zakay Law Group, APC; 20.5% to Frontier Law Center; and 7.5% to Otkupman Law Firm. Defendant will not oppose requests for these payments provided that do not exceed these amounts. As part of the Final Approval motion, Plaintiff and/or Class Counsel will request approval of the Class Counsel Fees Payment and Class Litigation Expenses Payment. 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 Plaintiff's Counsel arising from any claim to any portion 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 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.

3.2.3 **To the Administrator:** An Administrator Expenses Payment not to exceed \$60,000.00 except for a showing of good cause and as documented to and approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$60,000.00, the remainder will be retained in the Net Settlement Amount for distribution to Class Members.

3.2.4 **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.

3.2.4.1 **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. The remaining 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., 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.

3.2.4.2 **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.

3.2.5 **To the LWDA and Aggrieved Employees:** PAGA Penalties in the amount of \$95,000.00 to be paid from the Gross Settlement Amount, with 75% (\$71,250.00) allocated to the LWDA PAGA Payment and 25% (\$23,750.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$23,750.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 **Class Workweeks and Aggrieved Employee Pay Periods.** Based on a review of its records to date, Defendant estimates there are 6,161 purported Class Members who collectively worked a total of 126,000 Workweeks, and 5,154 purported Aggrieved Employees who worked a total 52,092 PAGA Pay Periods.

4.2 **Class Data.** Not later than 28 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously 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 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 28 days after the Effective Date.

4.4 **Payments from the Gross Settlement Amount.** Within 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. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 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 Settlement 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 for 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 Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Participating Class Members and Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 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 Participating Class Members and Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, requested by the Participating Class Member and/or Aggrieved Employee prior to the void date.
- 4.4.3 All checks mailed to the Class Members or Aggrieved Employees that are not cashed within 180 days of payment shall redistribute the uncashed funds to the Class Members or Aggrieved Employees who did cash their checks, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 4.4.4 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 Participating Class Members or Aggrieved

Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES 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, Plaintiff, and Class Members will release claims against all Released Parties as follows:

5.1 **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 the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, any and all claims involving any failure to pay all minimum wages, overtime wages, premium wages in lieu of missed/denied/late/short meal and rest periods, failure to reimburse business expenses (including but not limited to reimbursement for expenses associated with personal cell phone use or data usage for work purposes, mileage, equipment purchased or maintained in order to perform work such as face masks, uniforms, work clothing, work shoes, personal protective/safety gear), failure to timely pay wages during the course of employment and upon separation of employment, paid sick leave or sick time violations, and failure to provide a safe and healthful place of employment, including claims under California Labor Code sections 201, 202, 203, 204, 207, 208, 210, 216, 218, 221, 223, 226(a), 226, 226.2, 226.3, 226.7, 227.3, 233-234, 245, 248.2, 248.5, 248.6, 246, 256, 351, 353, 432.5, 432.7, 510, 512, 551-552, 558(a)(1)-(2), 6400, 6401, 6403, 6404, 6407, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2269(a), 2802, California Code of Regulations, Title 8, Sections 3202 and 11040(5)(A)-(B), 29 C.F.R. § 778.211, and unfair competition pursuant to California Bus. & Prof. Code section 17200 *et. seq.* which arose during the Class Period. Participating Class Members' only release these claims for the duration of the Class Period. Except, if applicable, as set forth in Section 5.2 of 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.

5.2 **Release by Aggrieved Employees:** All Aggrieved Employees 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 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, failure to pay all minimum wages, overtime wages, premium wages in lieu of missed/denied/late/short meal and rest periods, failure to reimburse business expenses (including but not limited to reimbursement for expenses associated with personal cell phone use or data usage for work purposes, mileage, equipment purchased or maintained in order to perform work such as face masks, uniforms, work clothing, work shoes, personal protective/safety gear), failure to timely pay wages during the course of

employment and upon separation of employment, paid sick leave or sick time violations, failure to provide a safe and healthful place of employment, and failure to issue accurately itemized wage statements during the PAGA Period, claims under California Labor Code sections 201, 202, 203, 204, 207, 208, 210, 216, 218, 221, 223, 226(a), 226, 226.2, 226.3, 226.7, 227.3, 233-234, 245, 248.2, 248.5, 248.2, 248.6, 246, 256, 351, 353, 432.5, 432.7, 510, 512, 551-552, 558(a)(1)-(2), 6400, 6401, 6403, 6404, 6407, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2269(a), 2802, California Code of Regulations, Title 8, Sections 3202 and 11040(5)(A)-(B), 29 C.F.R. § 778.211, and unfair competition pursuant to California Bus. & Prof. Code section 17200 *et. seq.* Aggrieved Employees only release these claims for the duration of the PAGA Period.

6. 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 current checklist for Preliminary Approvals.

- 6.1 **Defendant’s Declaration in Support of Preliminary Approval.** Within 30 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration from Defendant and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendant 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.
- 6.2 **Plaintiff’s Responsibilities.** Class Counsel 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; (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 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and the Administrator; (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 Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator.

- 6.3 **Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 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.
- 6.4 **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.

7. SETTLEMENT ADMINISTRATION.

- 7.1 **Selection of Administrator.** Defendant has agreed to Plaintiff's selection of the Administrator and verified through review of appropriate records 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 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.
- 7.2 **Employer Identification Number.** The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 **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.
- 7.4 **Notice to Class Members.**
- 7.4.1 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.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice 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.

- 7.4.3 Not later than 3 business 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.
- 7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise 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.
- 7.4.5 If the Administrator, Defendant 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 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 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 45 days after the Administrator mails the Class Notice (plus an additional 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.
- 7.5.2 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.

7.5.3 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' Release and Aggrieved Employee Release under Paragraphs 5.1 and 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 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 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 **Challenges to Calculation of Workweeks.** Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 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 the challenges.

7.7 **Objections to Settlement.**

7.7.1 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.

- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, 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 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 **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.
- 7.8.1 **Website, Email Address and Toll-Free Number.** The Administrator will establish and maintain and use an webpage hosted on its 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.
- 7.8.2 **Requests 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 5 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).
- 7.8.3 **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 provide the Administrator's assessment of the validity

of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 **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.
- 7.8.5 **Administrator's Declaration.** Not later than 14 days after the Response Deadline, 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 the Class Notice, the total number of Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from the 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.
- 7.8.6 **Final Report by Settlement Administrator.** Within 10 days after the Administrator disburses all funds in 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 15 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.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

- 8.1 Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 6,161 Class Members and 126,000 Total Workweeks during the Class period and (2) there were 5,154 Aggrieved Employees who worked 52,000 Pay Periods during the PAGA Period.
- 8.2 The Gross Settlement Amount was agreed upon based on Defendant's representations of the total number of Workweeks in the Class Period. If the number of Workweeks during the Class Period exceeds 126,000 by more than ten percent (10%), the Gross Settlement Amount shall be increased on a pro rata basis per Workweek exceeding the 10% increase (i.e. if the number increases by 16%, the Gross Settlement Amount shall be increased by 6%).

9. **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 Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff 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, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel as soon as practicable prior to filing the Motion for Final Approval, and no later than 5 court days prior to the filing. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 **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 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 **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 Participating Class Members or Aggrieved Employees), 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 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 **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 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.
- 10.4 **Waiver of 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 reflected 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.

- 10.5 **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 Participating Class Members or Aggrieved Employees), 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 a 50-50 basis, any additional Administration Expenses reasonably incurred after 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.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

- 12.1 **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 Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff 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 grant Preliminary Approval, Final Approval or enter Judgment, 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 Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and the 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).
- 12.2 **Confidentiality Prior to Preliminary Approval.** Plaintiff, 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. Plaintiff, 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.

- 12.3 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees 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.
- 12.4 **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.
- 12.5 **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff 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.
- 12.6 **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.
- 12.7 **No 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.

- 12.8 **No Tax Advice.** Neither Plaintiff, 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.
- 12.9 **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.
- 12.10 **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 **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.
- 12.12 **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.
- 12.13 **Use and Return of Class Data.** Information provided to Class Counsel pursuant to Cal. Evid. Code §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 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, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.14 **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.
- 12.15 **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.

- 12.16 **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 Plaintiff:

Jean-Claude Lapuyade
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121

Shani Zakay
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121

Sepideh Ardestani
Crosner Legal, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

Manny Starr
Frontier Law Center
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302

Roman Otkupman
Otkupman Law Firm, A Law Corporation
5743 Corsa Ave., Suite 123
Westlake Village, CA 91362

To Defendant:

Julie R. Trotter
Mireya A.R. Llaurodo
Call & Jensen
610 Newport Center Drive, Suite 700
Newport Beach, CA 92660

- 12.17 **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 their signed counterparts. Any

executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.18 **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.

Dated: 08/27/2024


Crystal Jourden (Aug 27, 2024 09:11 PDT)

Plaintiff Crystal Jourden

Dated: 9/20/2024



Defendant 7-Eleven, Inc.

Dated: 08/30/2024

JCL LAW FIRM, APC



Jean-Claude Lapuyade
Attorneys for Plaintiff and the Class

Dated: 08/30/2024

ZAKAY LAW GROUP, APLC



Shani Zakay
Attorneys for Plaintiff and the Class

Dated: 09/24/2024

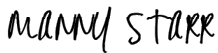
CROSNER LEGAL, PC



Jamie K. Serb
Sepideh Ardestani
Zachary M. Crosner
Attorneys for Plaintiff and the Class

Dated: 09/25/24 | 12:08 PDT

FRONTIER LAW CENTER

DocuSigned by:

82E9DC9ABF854A6...

Manny Starr
Attorneys for Plaintiff and the Class

Dated: 9/26/24

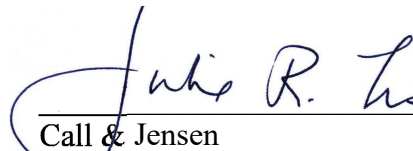
OTKUPMAN LAW FIRM, A LAW CORPORATION



Roman Otkupman
Attorneys for Plaintiff and the Class

Dated: 10/7/2024

DEFENSE FIRM



Call & Jensen
Attorneys for Defendant

EXHIBIT A

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

(Crystal Jourden v. 7-Eleven, Inc. San Diego Superior Court Case No. 37-2023-00055846)

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.

You may be eligible to receive money from an employee class action lawsuit ("Action") against 7-Eleven, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by a former 7-Eleven, Inc. employee ("Plaintiff") and seeks payment for all minimum wages, overtime wages, premium wages in lieu of missed/denied/late/short meal and rest periods, reimbursement of business expenses (including but not limited to reimbursement for expenses associated with personal cell phone use or data usage for work purposes, mileage, equipment purchased or maintained in order to perform work such as face masks, uniforms, work clothing, work shoes, personal protective/safety gear), penalties for untimely payment of wages during the course of employment and upon separation of employment, paid sick leave or sick time violations, failure to provide a safe and healthful place of employment, and failure to issue accurately itemized wage statements, including claims under California Labor Code sections 201, 202, 203, 204, 207, 208, 210, 216, 218, 221, 223, 226(a), 226, 226.2, 226.3, 226.7, 227.3, 233-234, 245, 248.2, 248.5, 248.2, 248.6, 246, 256, 351, 353, 432.5, 432.7, 510, 512, 551-552, 558(a)(1)-(2), 6400, 6401, 6403, 6404, 6407, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2269(a), 2802, California Code of Regulations, Title 8, Sections 3202 and 11040(5)(A)-(B), 29 C.F.R. § 778.211, and unfair competition pursuant to California Bus. & Prof. Code section 17200 et. seq. for a class of all persons who are or previously were employed by 7-Eleven, Inc. in its California stores and classified as non-exempt employees at any time from April 28, 2022 to August 16, 2024 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all persons who are or previously were employed by 7-Eleven Inc, in its California stores and classified as non-exempt employees at any time from September 9, 2022, to August 16 2024. ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment 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 Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment 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 during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or 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 an Individual PAGA Payment. 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.
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. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. 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 an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

You Can Opt-Out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is **DATE**. 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. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You Cannot Opt-out of the PAGA Portion of the Proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by **DATE**. 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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court's Final Approval Hearing is scheduled to take place on **DATE**. 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 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by **DATE**. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of 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 **DATE**. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of 7-Eleven, Inc. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, overtime wages, premium wages in lieu of meal and rest periods, the timely payment of wages during the course of employment and upon separation of employment, failing to reimburse business expenses (including but not limited to reimbursement for expenses associated with personal cell phone use or data usage for work purposes, mileage, equipment purchased or maintained in order to perform work such as face masks, uniforms, work clothing, work shoes, personal protective/safety gear), failure to issue accurately itemized wage statements, paid sick leave or sick time violations, and failure to provide a safe and healthful place of employment. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys ("Class Counsel") in the Action.

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant violated any laws. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Defendant Will Pay \$1,900,000.00 as the Gross Settlement Amount (Gross Settlement).

Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 28 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff 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:

- Up to \$633,333.33 (1/3 of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$ [REDACTED] for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to \$10,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- Up to \$ [REDACTED] to the Administrator for services administering the Settlement.
- Up to \$95,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20 % of each Individual Class Payment to taxable wages ("Wage Portion") and 80 % to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject

to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your uncashed check will be redistributed to the Class Members who did cash their checks.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than **DATE**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs 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.

Administrator. The Court has appointed a neutral company, **[REDACTED]** (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for

wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

Participating Class Members Release: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, any and all claims involving any failure to pay all minimum wages, overtime wages, premium wages in lieu of missed/denied/late/short meal and rest periods, failure to reimburse business expenses (including but not limited to reimbursement for expenses associated with personal cell phone use or data usage for work purposes, mileage, equipment purchased or maintained in order to perform work such as face masks, uniforms, work clothing, work shoes, personal protective/safety gear), failure to timely pay wages during the course of employment and upon separation of employment, paid sick leave or sick time violations, failure to provide a safe and healthful place of employment, failure to issue accurately itemized wage statements, unfair competition pursuant to California Bus. & Prof. Code section 17200 et. seq. during the Class Period. Participating Class Members only release these claims for the duration of the Class Period. Except as set forth in Section 5.3 of 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. **Aggrieved Employees' PAGA Release.** After the Court's judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release: All Aggrieved Employees 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 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, failure to pay all minimum wages, overtime wages, premium wages in lieu of missed/denied/late/short meal and rest periods, failure to reimburse business expenses (including but not limited to reimbursement for expenses associated with personal cell phone use or data usage for work purposes, mileage, equipment purchased or maintained in order to perform work such as face masks, uniforms, work clothing, work shoes, personal protective/safety gear), failure to timely pay wages during the course of employment and upon separation of employment, paid sick leave or sick time violations, failure to provide a safe and healthful place of employment, and failure to issue accurately itemized wage statements during the PAGA Period. Aggrieved Employees only release these claims for the duration of the PAGA Period.

HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating

Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$23,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

4. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

5. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Crystal Jourden v. 7-Eleven, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by **DATE**, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

6. 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 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on [the Administrator's Website](#) (url) or the Court's website (url).

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval 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 deadline for sending written objections to the Administrator is [DATE](#). 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 as *Crystal Jourden v. 7-Eleven, Inc* and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [DATE](#) at [TIME](#) in Department of the San Diego Superior Court, located at . At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. [The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to \(specify entity\)'s website at \(url\)](#). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to ([http](#)) and entering the Case Number for the Action, Case No. .

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Jean-Claude Lapuyade
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121

Sepideh Ardestani
Crosner Legal, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

Manny Starr
Frontier Law Center
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302

Roman Otkupman
Otkupman Law Firm, A Law Corporation
5743 Corsa Ave., Suite 123
Westlake Village, CA 91362

Settlement Administrator: Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

9. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

10. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

JCL LAW FIRM, APC

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Perssia P. Razma (State Bar # 351398)

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San Diego, CA 92121

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Attorneys for CRYSTAL JOURDEN

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

CRYSTAL JOURDEN, an individual, on
behalf of the State of California, as a private
attorney general,

Plaintiff,

v.

7-ELEVEN, INC., a Texas corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No: 37-2023-00055846-CU-OE-CTL

**AMENDMENT NO. 1 TO CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

Date: April 25, 2025

Time: 10:15am

Judge: Hon. Wendy M. Behan

Dept.: C-66

CROSNER LEGAL, P.C.

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Sepideh Ardestani, Esq.
Zachary M. Crosner, Esq.
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Co-Counsel for PLAINTIFF

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Co-Counsel for PLAINTIFF

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Co-Counsel for PLAINTIFF

///

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mlaurado@calljensen.com

Other Service:

Tabitha Blanks

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Denise Reigel

dreigel@calljensen.com

Counsel for DEFENDANT

1 Plaintiff CRYSTAL JOURDEN (“Plaintiff”), and Defendant 7-Eleven, Inc.
2 (“Defendant”) (collectively, the “Parties”), pursuant to Paragraph 12.9 of the Class Action and
3 PAGA Settlement Agreement (“Original Agreement”) entered into on or around October 7, 2024,
4 hereby agree to amend the Original Agreement, as stated herein. The amendments stated herein
5 are incorporated by this reference:

6 **A. Paragraph 1.12 of the Original Agreement is hereby amended to state as follows:**
7 “Class Period” means the period from April 28, 2022, to August 16, 2024.

8 **B. Exhibit A to the Original Agreement will be replaced with revised Notice of Class**
9 **Action Settlement that is attached hereto as Exhibit A.**

10 **IT IS SO AGREED.**

11
12 Dated: April 24, 2025



Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

15
16 Dated: April 24, 2025



Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiff

17
18
19 Dated: April 24, 2025



Jamie K. Serb
Sepideh Ardestani
Zachary M. Crosner
Crosner Legal P.C
Attorneys for Plaintiff

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24 Dated:

Manny Starr
Frontier Law Center
Attorney for Plaintiff

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1 Plaintiff CRYSTAL JOURDEN (“Plaintiff”), and Defendant 7-Eleven, Inc.
2 (“Defendant”) (collectively, the “Parties”), pursuant to Paragraph 12.9 of the Class Action and
3 PAGA Settlement Agreement (“Original Agreement”) entered into on or around October 7, 2024,
4 hereby agree to amend the Original Agreement, as stated herein. The amendments stated herein
5 are incorporated by this reference:

6 **A. Paragraph 1.12 of the Original Agreement is hereby amended to state as follows:**
7 “Class Period” means the period from April 28, 2022, to August 16, 2024.

8 **B. Exhibit A to the Original Agreement will be replaced with revised Notice of Class**
9 **Action Settlement that is attached hereto as Exhibit A.**

10 **IT IS SO AGREED.**

11
12 Dated: April 24, 2025



Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

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16 Dated: April 24, 2025



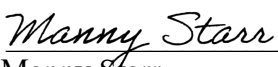
Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiff

17
18
19 Dated: April 24, 2025



Jamie K. Serb
Sepideh Ardestani
Zachary M. Crosner
Crosner Legal P.C
Attorneys for Plaintiff

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24 Dated: April 24, 2025



Manny Starr
Frontier Law Center
Attorney for Plaintiff

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Dated: 04 / 24 / 2025



Roman Otkupman
Otkupman Law Firm, A Law Corporation
Attorney for Plaintiff

Dated:

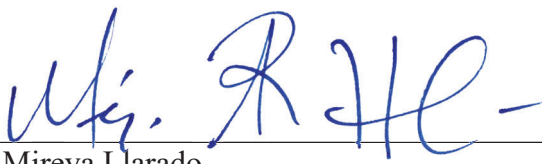
Mireya Llarado
Call & Jensen APC
Attorney for Defendant

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Dated:

Dated: April 24, 2025

Roman Otkupman
Otkupman Law Firm, A Law Corporation
Attorney for Plaintiff



Mireya Llarado
Call & Jensen APC
Attorney for Defendant

EXHIBIT A

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

(Crystal Jourden v. 7-Eleven, Inc. San Diego Superior Court Case No. 37-2023-00055846)

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.

You may be eligible to receive money from an employee class action lawsuit ("Action") against 7-Eleven, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by a former 7-Eleven, Inc. employee ("Plaintiff") and seeks payment for all minimum wages, overtime wages, premium wages in lieu of missed/denied/late/short meal and rest periods, reimbursement of business expenses (including but not limited to reimbursement for expenses associated with personal cell phone use or data usage for work purposes, mileage, equipment purchased or maintained in order to perform work such as face masks, uniforms, work clothing, work shoes, personal protective/safety gear), penalties for untimely payment of wages during the course of employment and upon separation of employment, paid sick leave or sick time violations, failure to provide a safe and healthful place of employment, and failure to issue accurately itemized wage statements, including claims under California Labor Code sections 201, 202, 203, 204, 207, 208, 210, 216, 218, 221, 223, 226(a), 226, 226.2, 226.3, 226.7, 227.3, 233-234, 245, 248.2, 248.5, 248.2, 248.6, 246, 256, 351, 353, 432.5, 432.7, 510, 512, 551-552, 558(a)(1)-(2), 6400, 6401, 6403, 6404, 6407, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2269(a), 2802, California Code of Regulations, Title 8, Sections 3202 and 11040(5)(A)-(B), 29 C.F.R. § 778.211, and unfair competition pursuant to California Bus. & Prof. Code section 17200 et. seq. for a class of all persons who are or previously were employed by 7-Eleven, Inc. in its California stores and classified as non-exempt employees at any time from April 28, 2022 to August 16, 2024 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all persons who are or previously were employed by 7-Eleven Inc, in its California stores and classified as non-exempt employees at any time from June 27, 2022, to August 16 2024. ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment 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 Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment 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 during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or 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 an Individual PAGA Payment. 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.
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. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. 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 an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

You Can Opt-Out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is **DATE**. 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. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You Cannot Opt-out of the PAGA Portion of the Proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by **DATE**. 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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court's Final Approval Hearing is scheduled to take place on **DATE**. 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 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by **DATE**. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of 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 **DATE**. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of 7-Eleven, Inc. The Action accuses Defendant of violating California labor laws by failing to pay minimum wages, overtime wages, premium wages in lieu of meal and rest periods, the timely payment of wages during the course of employment and upon separation of employment, failing to reimburse business expenses (including but not limited to reimbursement for expenses associated with personal cell phone use or data usage for work purposes, mileage, equipment purchased or maintained in order to perform work such as face masks, uniforms, work clothing, work shoes, personal protective/safety gear), failure to issue accurately itemized wage statements, paid sick leave or sick time violations, and failure to provide a safe and healthful place of employment. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys ("Class Counsel") in the Action.

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant violated any laws. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Defendant Will Pay \$1,900,000.00 as the Gross Settlement Amount (Gross Settlement).

Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 28 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff 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:

- Up to \$633,333.33 (1/3 of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$60,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to \$10,000.00 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- Up to \$60,000.00 to the Administrator for services administering the Settlement.
- Up to \$95,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80 % to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to

withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your uncashed check will be redistributed to the Class Members who did cash their checks.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than **DATE**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs 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.

Administrator. The Court has appointed a neutral company, Apex Class Action LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for

wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

Participating Class Members Release: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, any and all claims involving any failure to pay all minimum wages, overtime wages, premium wages in lieu of missed/denied/late/short meal and rest periods, failure to reimburse business expenses (including but not limited to reimbursement for expenses associated with personal cell phone use or data usage for work purposes, mileage, equipment purchased or maintained in order to perform work such as face masks, uniforms, work clothing, work shoes, personal protective/safety gear), failure to timely pay wages during the course of employment and upon separation of employment, paid sick leave or sick time violations, failure to provide a safe and healthful place of employment, failure to issue accurately itemized wage statements, unfair competition pursuant to California Bus. & Prof. Code section 17200 et. seq. during the Class Period. Participating Class Members only release these claims for the duration of the Class Period. Except as set forth in Section 5.3 of 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. **Aggrieved Employees' PAGA Release.** After the Court's judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release: All Aggrieved Employees 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 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, failure to pay all minimum wages, overtime wages, premium wages in lieu of missed/denied/late/short meal and rest periods, failure to reimburse business expenses (including but not limited to reimbursement for expenses associated with personal cell phone use or data usage for work purposes, mileage, equipment purchased or maintained in order to perform work such as face masks, uniforms, work clothing, work shoes, personal protective/safety gear), failure to timely pay wages during the course of employment and upon separation of employment, paid sick leave or sick time violations, failure to provide a safe and healthful place of employment, and failure to issue accurately itemized wage statements during the PAGA Period. Aggrieved Employees only release these claims for the duration of the PAGA Period.

HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating

Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$23,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

4. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment. **Non-Participating Class Members.** The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

5. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Crystal Jourden v. 7-Eleven, Inc.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by **DATE**, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

6. 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 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://apexclassaction.com/> or the Court's website.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval 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 deadline for sending written objections to the Administrator is **DATE**. 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 as *Crystal Jourden v. 7-Eleven, Inc* and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

7. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **DATE** at **TIME** in Department of the San Diego Superior Court, located at . At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) personally. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

8. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's Website <https://apexclassaction.com/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.sdsuperiorcourt.org/>) and entering the Case Number for the Action, Case No. 37-2023-00055846.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Jean-Claude Lapuyade
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121

Sepideh Ardestani
Crosner Legal, P.C.
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210

Manny Starr
Frontier Law Center
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302

Roman Otkupman
Otkupman Law Firm, A Law Corporation
5743 Corsa Ave., Suite 123
Westlake Village, CA 91362

Settlement Administrator: Apex Class Action LLC

Email Address:

Mailing Address:

Telephone:

Fax Number:

9. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

10. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

4/28/2025 9:15:26 PM

Clerk of the Superior Court
By J. Siharath ,Deputy Clerk

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Perssia Razma (State Bar #351398)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619)599-8292

jlapuyade@jcl-lawfirm.com

prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619)255-9047

shani@zakaylaw.com

Attorneys for Plaintiff CRYSTAL JOURDEN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

CRYSTAL JOURDEN, an individual, on
behalf of the State of California, as a private
attorney general,

Plaintiff,

v.

7-ELEVEN, INC., a Texas corporation; and
DOES 1-50, Inclusive,

Defendants.

Case No. 37-2023-00055846-CU-OE-CTL

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 25, 2025

Time: 10:15am

Judge: Hon. Wendy M. Behan

Dept.: C-66

This matter having come before the Honorable Judge Wendy M. Behan of the Superior Court of the State of California, in and for the County of San Diego, at 10:15 a.m. on April 25, 2025, with Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani Zakay, Esq. of the Zakay Law Group, APLC, Zach Crosner, Esq. of Crosner Legal, P.C., Manny Starr, Esq. of Frontier Law Center and Roman Otkupman of Otkupman Law Firm, A Law Corporation (collectively “Class Counsel”) as counsel for plaintiff and class representative CRYSTAL JOURDEN (“Plaintiff”), and Mireya Llaurado, Esq of Call & Jensen, APC, Esq., appearing for Defendant 7-ELEVEN, INC. (hereinafter “Defendant”). The Court, having carefully considered the briefs, argument of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement Agreement” or “Agreement”), and Amendment No. 1 to the Agreement, a true and correct copy of which is attached to the Supplemental Declaration of Jean-Claude Lapuyade as **Exhibit “1”**. This is based on the Court’s determination that the Settlement Agreement is within the range of possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

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

3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that Defendant shall pay is One Million Nine Hundred Thousand Dollars and Zero Cents (\$1,900,000.00). It appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as to all Class Members when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues. It further appears that investigation and research have been conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It further appears to the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be presented by the further

1 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
2 intensive, serious, and non-collusive arms-length negotiations.

3 4. The Court preliminarily finds that the Settlement appears to be within the range of
4 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
5 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
6 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
7 reasonable when balanced against the probable outcome of further litigation relating to certification,
8 liability, and damages issues.

9 5. Plaintiff seeks Class Counsel Fees Payment in the amount equal to one-third (1/3) of the
10 Gross Settlement Amount of Six Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars
11 and Thirty-Three Cents (\$633,333.33) and a Class Counsel Litigation Expenses Payment not to exceed
12 Sixty Thousand Dollars and Zero Cents (\$60,000.00). While these awards appear to be within the range
13 of reasonableness and are conditionally approved, the Court will not grant final approval of these either
14 payment until the Final Approval Hearing.

15 6. Plaintiff also seeks a proposed Class Representative Service Payment to Class
16 Representative, Crystal Jourden, in an amount not to exceed Ten Thousand Dollars and Zero Cents
17 (\$10,000.00). While this payment appears to be within the range of reasonableness and is conditionally
18 approved, the Court will not grant final approval of this payment until the Final Approval Hearing.

19 7. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
20 a class for settlement purposes only. This stipulation will not be deemed admissible in this or any other
21 proceeding should this Settlement not become final. For settlement purposes only, the Court
22 conditionally certifies the following Class:

23 "All persons who are or previously were employed by 7-Eleven, Inc. in its
24 California stores and classified as non-exempt employees at any time
25 during the Class Period (the period between April 28, 2022, and August 16,
26 2024."

27 8. The Court concludes that, for settlement purposes only, the Class meets the requirements

1 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
2 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
3 common questions of law and fact predominate, and there is a well-defined community of interest
4 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
5 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
6 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
7 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified
8 to act as counsel for the Class Representative in her individual capacity and as the representative of the
9 Class Members.

10 9. The Court provisionally appoints Plaintiff Crystal Jourden as the Class Representative
11 for the Class.

12 10. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
13 APC, Shani O. Zakay, Esq. of the Zakay Law Group, APLC, Zach Crosner, Esq. of Crosner Legal,
14 P.C., Manny Starr, Esq. of Frontier Law Center and Roman Otkupman of Otkupman Law Firm, A Law
15 Corporation as Class Counsel.

16 11. The Court hereby approves, as to form and content, the Proposed "Court Approved
17 Notice of Class Action Settlement and Hearing Date for Final Court Approval" ("Class Notice")
18 attached to Amendment No. 1 to Class Action and PAGA Settlement Agreement as **Exhibit "A"**. The
19 Court finds that Class Notice appears to fully and accurately inform the Class Members and Aggrieved
20 Employees of all material elements of the proposed Settlement, including right of any Class Member
21 to be excluded from the Class by submitting a written request for exclusion, and of each Class
22 Member's right and opportunity to object to the Settlement. The Court further finds that the distribution
23 of the notices substantially in the manner and form set forth in in **Exhibit "A"** to Amendment No. 1 to
24 the Agreement and this Order meets the requirements of due process, is the most reasonable notice
25 under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.
26 The Court orders the mailing of the notices by first class mail, pursuant to the terms set forth in the
27 Agreement.

12. The Court hereby appoints Apex Class Action LLC, as Administrator. Within twenty-eight (28) calendar days of this order, Defendant shall provide, to the Administrator the Class Data. Within fourteen (14) calendar days after receiving the Class Data, the Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Court grants preliminary approval of payment to the Administrator not to exceed Sixty Thousand Dollars and Zero Cents (\$60,000.00) to be paid only after the Court grants final approval.

13. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement. Any Class Member may individually choose to opt out of and be excluded from the Settlement as provided in the Notice by following the instructions for requesting exclusion from the Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date the Class Notice is mailed to the Class Members. Any such person who chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Class Payment under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and Judgment. A request for exclusion may only opt out that individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

14. Any Class Member who has not opted out may appear at the final approval hearing and may object or express the Class Member's views regarding the Settlement and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the date the Administrator mails the Class Notice to postmark their written objections to the Settlement Administrator.

15. A final approval hearing shall be held before this Court on **[DATE]** 10/3/25 at **[TIME]** 10:15 am in Department C-66 of the San Diego County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action

1 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
2 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
3 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
4 reasonable to the Class; and to finally approve the Class Counsel Fees Payment and Class Counsel
5 Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses
6 Payment. All papers in support of the motion for final approval and the motion for Class Counsel Fees
7 Payment and Class Counsel Litigation Expenses Payment, Class Representative Service Payment shall
8 be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

9 16. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
10 shall be construed as a concession or admission by Defendant in any way, and shall not be used as
11 evidence of, or used against Defendant as, an admission or indication in any way, including with respect
12 to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth
13 of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the
14 Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor
15 any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as,
16 received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not
17 limited to, evidence of a presumption, concession, indication or admission by Defendant of any
18 liability, fault, wrongdoing, omission, concession or damage.

19 17. In the event the Settlement does not become effective in accordance with the terms of the
20 Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to become
21 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
22 shall revert to their respective positions as of before entering into the Agreement. In such an event, the
23 Court's orders regarding the Settlement, including this Preliminary Approval Order, shall not be used
24 or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
25 the Settlement Agreement with respect to the effect of the Settlement Agreement if it is not approved.
26
27
28

1 18. The Court reserves the right to adjourn or continue the date of the final approval hearing
2 and all dates provided for in the Agreement without further notice to Class Members and retains
3 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
4

5
6 Dated: 4/28/25



JUDGE OF THE SUPERIOR COURT

WENDY M. BEHAN

EXHIBIT C

Berenice Cervantes

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Thursday, April 24, 2025 9:22 PM
To: tstone@jcl-lawfirm.com
Subject: Thank you for your Proposed Settlement Submission

04/24/2025 09:21:56 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Atorneys_General_Act.htm&data=05%7C02%7Ctstone%40jcl-lawfirm.com%7Cbc040327039c4e4229bd08dd83b0c290%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638811517400555605%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjA uMDAwMCIslAIiOiJXaW4zMlIsIkFOIjoiTWFpbCIslldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=HRBc0slsrraBZmHeGdU9ZySn9HyLyqRhHkboxbFVCD8%3D&reserved=0

EXHIBIT D

EXHIBIT E

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 - 2006

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.

California Bar Number 343881

Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter alia*, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics Lassen*, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);