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Attorneys for Plaintiff SERENITY JEAN DEWOLF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SISKIYOU

SERENITY JEAN DEWOLF, an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiff, v. MOUNTAIN COUNTIES SUPPLY COMPANY, a California Corporation; PRABHJOT S. RANDHAWA, an individual; and DOES 1-50, Inclusive, Defendants.	Case No. SCCV-CVCV-2022-329 **DECLARATION OF JEAN-CLAUDE LAPUYADE, ESQ. IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** Date: April 24, 2025 Time: 9:30 a.m. Courtroom: 2

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

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am co-counsel of record for Plaintiff SERENITY DEWOLF (hereafter "Plaintiff") in this wage and hour class action filed against MOUNTAIN COUNTIES SUPPLY COMPANY and PRABHJOT S. RANDHAWA (hereinafter "Defendants"). This declaration is being submitted in support of Plaintiff's motion for Preliminary Approval of Class Action Settlement.

I. EXHIBITS

2. Attached hereto as **Exhibit "1"** is a true and correct copy of the partially executed Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims ("Agreement" or "Settlement Agreement"). Attached as **Exhibit "A"** to the Agreement is a true and correct copy of the proposed Class Notice. Plaintiff expects to have a fully executed version of the Agreement shortly and will file that with the Court as soon as possible.

3. Attached hereto as **Exhibit "2"** is a true and correct copy of the Parties' fully executed Memorandum of Understanding ("MOU").

4. Attached hereto as **Exhibit "3"** is a true and correct copy of the proof of filing with the Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement and Motion for Preliminary Approval of Class Action and PAGA Action Settlement evidencing Class Counsel's compliance with California Labor Code Section 2699(l)(2).

II. INTRODUCTION

5. An objective evaluation of the Settlement confirms that the relief negotiated on behalf of the Class is fair, reasonable, and adequate. Both the Settlement Agreement and the MOU upon which the Settlement is based was negotiated by the Parties at arm's length. The Settlement confers substantial benefits to the Class Members. The relief offered by the Settlement is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing wage and hour cases (see infra). Indeed, by settling now rather than proceeding to trial, Class Members will not have to wait (possibly

years) for relief, nor will they have to bear the risk of class certification being denied or of Defendants prevailing at trial. Given that there are approximately 343 Settlement Class Members, ***the average gross recovery is approximately $823.32.*** (Net Settlement Amount divided by Settlement Class Members.)

6. As discussed below, the proposed Settlement satisfies all criteria for preliminary settlement approval and falls within the range of reasonableness. The average Individual Settlement Payment to the Settlement Class meets or exceeds awards in similar wage and hour class actions. Moreover, the proposed Class is appropriate for provisional certification. Accordingly, Plaintiff respectfully requests the Court grant preliminary approval of the Settlement.

III. FACTS AND PROCEDURE

A. Overview of the Litigation

7. Defendants operate and manage gas stations throughout the county of Siskiyou. This action asserts claims on behalf of all non-exempt employees who are or previously were employed by Defendants and performed work in California during the period from April 1, 2018 through the date on which 15,800 workweeks are reached. At all times during her employment, Plaintiff was classified by Defendants as a non-exempt employee, paid on an hourly basis, and was entitled to legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours worked. Throughout her employment, Plaintiff was subject to Defendants' written policies and procedures contained in, among other documents, the "Employee Handbook."

8. On January 24, 2022, Plaintiff served Defendants and the Labor and Workforce Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA Notice set forth the facts and theories supporting Defendants' alleged violations of various provisions of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab. Code Sections 2698 et seq ("PAGA").

9. On April 1, 2022, Plaintiff filed a class action complaint in the Siskiyou Superior Court, Case Number CVCV 22-329 ("Class Action"). The Class Action alleged nine causes of action against Defendant for: (1) Unfair Competition in Violation of California Business and Professions Code §§

17200; (2) Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 and 1197.1; (3) Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510 et seq.; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (6) Failure to Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code §226; (7) Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Reimburse Employees for Required Expenses; and (9) Violations of the Private Attorneys General Act pursuant to Labor Code section 2698, et seq.

10. On May 6, 2022, Plaintiff served an amended PAGA notice to the LWDA to add Defendant Prabhjot S. Randhawa as an additional Defendant who acted as Plaintiff's joint employer. On May 12, 2022, Plaintiff filed a First Amended complaint for the purpose of adding Defendant Randhawa as an additional Defendant in the action. On August 28, 2023, Defendants Mountain Counties and Randhawa and Cross-Complainant Maruti Mountain Oil, LLC filed a cross-complaint against Cross-Defendant Nichole Torsey, alleging Cross-Defendant was the sole shareholder of Mountain Counties at all relevant times, until Cross-Defendant sold the company effective on or about February 1, 2021.

11. On October 10, 2023, Plaintiff served a second amended PAGA notice to the LWDA to add Defendant Maruti Mountain Oil, LLC as an additional Defendant who acted as Plaintiff's joint-employer. On October 12, 2023, Plaintiff filed a Second Amendment to the complaint for the purpose of identifying Defendant Maruti Mountain Oil, LLC as DOE 2 in the Class Action.

12. Generally, Plaintiff claims that Defendants failed to pay employees for all time worked, including overtime, failed to provide them with proper meal and rest breaks, failed to reimburse for required business expenses, and failed to issue accurate itemized wage statements. Defendants forcefully deny liability for each of Plaintiff's claims. Further, Defendants assert that they fully complied with all applicable employment laws and raised several other significant defenses to Plaintiff's claims, including but not limited to, facially compliant meal and rest period polices, payment of minimum wages and overtime, and timely payment of all wages due upon separation of employment.

13. Plaintiff commenced written discovery on July 20, 2022. The Parties agreed to attend private mediation with Monique Ngo-Bonnici, Esq. on August 27, 2024. To facilitate settlement negotiations, Defendants agreed to informally produce documents and data points subject to the mediation privilege, including but not limited to, a sampling of the Class Members' time and payroll data, and pertinent written wage and hour policies. As discussed infra, Plaintiff's counsel retained the forensic consultants at Berger Consulting Group ("BCG") to analyze Defendants' time and payroll data.

14. The Parties engaged in arms-length settlement negotiations with Mrs. Ngo-Bonnici's assistance, though the mediation concluded without a settlement. However, Ms. Ngo-Bonnici presented a mediator's proposal, which was accepted by the Parties and subsequently memorialized in the form of a Memorandum of Understanding, a fully executed version of which is attached to the JCL Dec. as Exhibit 2.

15. On October 14, 2024, Plaintiff sent Defendants the long-form draft of the Settlement Agreement, a partially executed copy of which has been attached as Exhibit 1 to the JCL Declaration. Defendants sent back a version with their revisions on November 13, 2024. Plaintiff accepted all revisions. The only outstanding issue for the Parties is to define the end of the Class Period by a calendar date, as the MOU defined the end of the Class Period as the date on which the Class worked a total of 15,800 workweeks.

16. To find this date, the Parties agreed that Defendants would send the Class data to the Parties' chosen Class Administrator, Apex Class Actions, LLC ("Apex") so that Apex could determine the date on which the Class worked a total of 15,800 workweeks. On November 19, 2024, Apex provided Defendants with login credentials to securely transfer the class data through a secure link.

17. To date, Defendants have not transferred the class data to Apex, thus the Parties have been unable to determine an end date to the Class Period.

B. Class Counsel Thoroughly Investigated the Factual and Legal Issues

18. Months before filing the Action, Class Counsel began its pre-filing investigation into Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, the Plaintiff produced documents related to her employment,

including, among other things, copies of her wage statements. At the conclusion of the interviews, Class Counsel determined that each Plaintiff's complaints justified further inquiry.

19. Class Counsel subsequently requested Plaintiff's employee file from Defendants. In response, Defendants produced documents, including but not limited to, Plaintiff's payroll records and various wage and hour policies. Class Counsel reviewed and analyzed the documents and determined the documents appeared to substantiate Plaintiff's claim that Defendants failed to, among other things, pay for all time worked, provide compliant meal and rest periods, and provide accurate wage statements.

20. Considering the many anticipated factual disputes, the Parties agreed that it would be in the best interest of both Parties to mediate the matter. To prepare for mediation, Class Counsel requested documents and data points to further evaluate Plaintiff's claims and Defendants' liability exposure to the Class Members. In response to Class Counsel's request, Defendants produced a sampling of Class Member time and payroll records, aggregate workweek and pay period data, and copies of applicable policies, and agreements containing, inter alia, compensation, timekeeping and meal and rest period policies. In total, Defendant produced hundreds of pages of pertinent policy documents and payroll data for Class Counsel to analyze.

21. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class Members' payroll and time data. BCG provides data analysis and damage modeling consulting services specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed and experienced experts in their fields and have provided their expertise on thousands of cases. Stated differently, BCG is uniquely qualified to analyze Defendants' time and payroll data.

22. BCG analyzed Defendants' time and payroll data to assist in the development of various damage models. Among other things, BCG determined the approximate number of work shifts, workweeks, pay periods during the Class Period, and the average length of shift and average number of hours worked per week and per pay period during the Class Period. BCG also estimated the amount of meal period premiums owed during the Class Period, the amount of unreimbursed business expenses, the amount of unpaid wages owed, and the amount of off-the-clock work performed by the Class Members during the Class Period.

23. In advance of mediation, Class Counsel created several damage models predicated on the BCG analysis. Class Counsel's models calculated Defendants' potential liability exposure while accounting for the uncertainties of continued litigation. These damage models informed and guided Class Counsel during the mediated settlement discussions.

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

C. The Parties Settled after Serious, Informed and Arm's Length Negotiations

25. On August 27, 2024, the Parties conducted a full day of mediation with Monique Ngo-Bonnici, Esq., an experienced mediator of wage and hour class and PAGA actions. Ms. Ngo-Bonnici helped manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with Ms. Ngo-Bonnici's assistance. Namely, the Parties exchanged information regarding their respective claims and defense, including their respective evaluation of the damages. The mediation concluded without a settlement. However, Ms. Ngo-Bonnici presented a mediator's proposal, which was accepted by the Parties and subsequently memorialized in the form of a Memorandum of Understanding. The complete and final terms of the Parties' settlement are now set forth in the Settlement. Class Counsel submits that the Settlement constitutes a fair, adequate, and reasonable compromise of the claims at issue.

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IV. ARGUMENT

A. The Court Should Preliminarily Approve the Settlement

26. The Parties participated in mediation with Monique Ngo-Bonnici, Esq, an experienced mediator of wage and hour class and PAGA actions. Mediator Ngo-Bonnici managed the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. (In re Apple Computer, Inc. Derivative Litig, No. C 06-4128 JF (HRL), 2008 U.S. Dist. LEXIS 108195 (N.D. Cal. Nov. 5, 2008) (mediator's participation weighs considerably against any inference of a collusive settlement); D'Amato v. Deutsche Bank (2d. Cir. 2001) 236 F.3d 78, 85 (a "mediator's involvement in pre-certification settlement negotiations helps to ensure that the proceedings were free of collusion and undue pressure.").) At all times, the Parties' negotiations were at an arm's length, adversarial and non-collusive. The matter resolved only after Mediator Ngo-Bonnici heard arguments, reviewed evidence, and evaluated the Parties' respective claims and defenses.

27. The Settlement is the final product of these mediated negotiations. Objectively, the Settlement terms are fair, adequate and represent a reasonable compromise of the claims at issue.

28. As set forth in greater detail above, Class Counsel conducted a very thorough investigation into the factual and legal issues in dispute. In addition to formal and informal discovery, document review, data analysis and legal research, Class Counsel also researched similar wage and hour actions. Although no two cases are identical, this research provided Class Counsel with a marker to inform settlement discussions and, ultimately, to measure this settlement against. The investigation allowed Class Counsel to realistically assess the value of the claims and intelligently engage defense counsel in settlement discussions that culminated in the proposed settlement now before the Court.

29. Class Counsel only agreed to settle the action following this thorough investigation and evaluation of Plaintiff's claims. Based on this investigation of the facts, applicable law, and marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated with litigation, and the various defenses asserted by Defendants, Class Counsel firmly believes this Settlement to be in the best interests of the Class Members. Because the Settlement's terms are fair, reasonable, and adequate, the Court should preliminarily approve the Settlement.

30. Class Counsel retained BCG to develop economic damage models measuring Defendants' potential liability exposure with respect to the Class and PAGA claims. The damage models were informed by Class Counsel's investigation, including the analysis of the time and payroll data Defendants produced. Class Counsel projected Defendants' liability exposure for class claims (excluding PAGA penalties) to be between $1,419,374.61 and $1,752.701.31. Thus, the Gross Settlement Amount of $525,000.00 represents between 36.9 – 29.95% of Defendants' maximum exposure. The following summarizes Defendants' estimated exposure.

31. Plaintiff alleged that Defendants failed to provide compliant meal and rest periods. Specifically, the issue disputed by the Parties is whether it was proper for Plaintiff and other Class Members to take "on duty" meal periods. Plaintiff alleges that the nature of the work being performed did not required on-duty meals, because the job of Plaintiff and other putative Class Members did not by its nature require the employee to be present at all times, nor was there a situation in which a single employee was present and there was not another employee employed at the worksite. Furthermore, Plaintiff alleged that even if an on-duty meal agreement was appropriate, it did not absolve Defendants of the requirement of recording meal periods. Defendant argued that on-duty meal periods were appropriate and moreover, to the extent they were not, individualized issues existed as to the circumstances for each employee and each location. As to rest breaks, Plaintiff has alleged that rest breaks were frequently missed, and Defendant did not pay any rest break premiums during the Class Period. Plaintiff alleged that Defendant cannot maintain a position that the nature of the work required the Class Members to take on-duty meal periods, but did not prevent the Class Members from taking compliant rest periods. In light of the foregoing, and considering Defendant's defenses, Plaintiff estimated Defendants' potential exposure for this claim to be between $345,496.00 and $431,870.00 for meal break claims, and $345,496.00 and $431,870.00 for rest breaks.

32. Plaintiff alleged that Defendant failed to pay for all hours worked based on two separate theories. First, Plaintiff alleged that she and other Class Members were required to open the store and prepare the store for customers before clocking in. Second, Plaintiff alleges that Defendant underpaid she and other Class Members their overtime wages by failing to properly calculate employees' regular

rate of pay in pay periods in which employees received non-discretionary bonuses. Plaintiff estimated Defendant's exposure for this claim to be $78,350.31.

33. Plaintiff alleges that Defendants required employees to wear company t-shirts while working their shift and allowed employees to wear jackets, however, the jackets required a company logo. These jackets were not provided by Defendants. If employees were cold and wanted to wear a jacket while working, they were obligated to purchase the jacket from Defendants. Defendants did not reimburse employees for this expense. Plaintiff estimated Defendant's exposure for this claim to be between $13,891.50 - $15,435.00.

34. Plaintiff alleged that the Defendants' labor code violations triggered waiting time penalties under Labor Code Section 203. Class Counsel considered the arguable presence of various penalties and weighed the potential recoveries against probable defenses. Specifically, Defendants argued that Plaintiff could not prove the "willful" prong needed to obtain waiting time penalties under Labor Code section 203. Notwithstanding the uncertain nature of this claim, Plaintiff estimated Defendants' exposure for these penalties to be between $636,140.80 and $795,176.00.

35. Class Counsel's damage models also estimate Defendants' exposure for PAGA penalties arising from the aforementioned violations. At the time of mediation, Plaintiff estimate Defendants' PAGA exposure at approximately $521,050.00.

36. Here, the Parties negotiated a good faith PAGA Payment in the amount of $25,000.00 which is 4.7% of the Gross Settlement Amount. This amount falls well within the range of approved PAGA penalties. Seventy-Five percent (75%) of the PAGA Payment ($18,750.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%) of the PAGA Payment ($6,250.00) will be distributed to the Aggrieved Employees, which is within the range of PAGA penalties approved by courts and should be approved.

37. For the aforementioned reasons, the PAGA allocation of the Gross Settlement Amount is fair, just, and reasonable.

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B. Inherent Risks of Continued Litigation Support Preliminary Approval.

38. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Walmart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded a $110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly individualized questions of fact not susceptible to class treatment."); *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341 (affirming denial of certification because employees' declarations attesting to having taken meal and rest breaks demonstrated that individualized inquiries were required to show harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest period claims based on the predominance of individual issues). Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement.

39. Finally, continuing to litigate this action would require continued and extensive resources coupled with significant Court time to proceed through trial and post-trial motions; which can often take years. Furthermore, wage and hour litigation is complex and expensive, as it often necessitates extensive expert testimony, particularly with regards to damages. But even if Plaintiff is successful at trial, Plaintiff is acutely aware that a judgment does not end the litigation. Plaintiff fully expects that Defendants would appeal any favorable judgment. As demonstrated by *Magadia*, supra, 999 F.3d 668, the risk of an appeal and subsequent reversal is real.

40. In this matter, Class Counsel negotiated a Gross Settlement Amount of $525,000.00 that is between 29.9% – 36.9% Defendants' liability exposure for class damages. Given the amount of the settlement here, as compared to potential value of the claims, offset by the various inherent risks to continued litigation, the settlement is fair and reasonable.

B. Proposed Notice Informs the Class About the Case and Settlement

41. The Parties jointly drafted the Notice Packet which fairly and neutrally informs the Class Members of their rights and remedies. The Settlement Administrator will first verify addresses, then mail the proposed Notice Packet to all Class Members. The Notice Packet will include information regarding the nature of the lawsuit, a summary of the substance of the Settlement's terms, the class definition, the procedure and time period within which to requests for exclusions or objections to the Settlement, the date for the final approval hearing, the formula used to calculate settlement payments, and the terms and scope of the Released Class Claims. Settlement at § III(N). This method was negotiated by the Parties to ensure delivering the most reasonable method of notice to the Class Members while ensuring cost effective administration of the Settlement.

42. Accordingly, both the method of disseminating the Notice Packet and content of the Notice Packet satisfy due process and the requirements of California law. (See C.R.C. 3.776(e)-(f); State of Cal. v. Levi Strauss (1986) 41 Cal.3d 460,485 (the class notice must "fairly apprise the class members of the terms of the proposed compromise and of the options open to dissenting class members.")

C. The Court Should Preliminarily Approve the Service Award

43. Approximately 343 Class Members will share in the Net Settlement Amount due entirely to the effort and commitment of Plaintiff. Subject to Court approval, therefore, the Settlement provides for a Service Award of $10,000.00 for Plaintiff. The service award is fair and reasonable compensation for the Plaintiff's efforts bringing the action, assisting Class Counsel with the litigation and settlement, regularly conferring with Class Counsel on the status of her case and the strategies for prosecuting the claims, reviewing the proposed Settlement to ensure that its terms are fair and provide adequate relief for the Settlement Class.

44. Class Counsel on behalf of Plaintiff will file a formal motion for the negotiated Service Award once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing is sufficient for preliminary approval of the negotiated Service Award.

D. The Court Should Preliminarily Approve the Payment of Attorneys' Fees and Attorneys' Expenses

45. Class Counsel took this matter on a contingency fee basis and invested significant time and expense successfully prosecuting Plaintiff's claims. As discussed supra, the estimated average Individual Settlement Payment illustrates the demonstrably positive outcome for the Class Members. The Settlement provides for a payment of Attorneys' Fees and Attorneys' Expenses and in the amount of one-third of the Gross Settlement Amount ($175,000.00) and reimbursable litigations costs in an amount not to exceed $25,000.00. Settlement § III(O)(10); MOU at ¶¶ 13-14. Considering the positive outcome for the Class Members, and in light of the supporting authority, the proposed Attorneys' Fees and Attorneys' Expenses are fair and reasonable. Plaintiff will file a formal motion for the negotiated Attorneys' Fees and Attorneys' Expenses once preliminary approval of the Settlement is granted. Plaintiff respectfully submits that the above showing is sufficient for preliminary approval of the negotiated attorneys' fees.

E. Provisional Certification for Settlement Purposes Is Appropriate

46. For Settlement purposes only, Plaintiff contends that provisional certification of the Class is appropriate.

47. Because all Class Members are Defendants' current and former employees, the class is readily ascertainable from Defendants' regular business records, i.e., payroll records.

48. The California statutes relating to each of Plaintiff's claims apply with equal force and effect to the entire Settlement Class. Factually, Defendants' policies and practices apply class-wide and Defendants' liability can be determined by facts common to all members of the class. The wage and hour issues are both numerous and substantial, and a class action is the most advantageous method of dealing with the claims of the Settlement Class.

49. Plaintiff's wage and hour claims are typical of the proposed Settlement Class because they arise from the same factual basis and are based on the same legal theories applicable to the other Class Members. Likewise, Plaintiff's interests are entirely coextensive with the interests of the Settlement Class. Plaintiff alleges that she was injured by the same company-wide practices to which the proposed Class Members were subject to and seek the same relief. Plaintiff has already demonstrated her ability to advocate for the interests of the Class Members by initiating this litigation and evaluating the proposed settlement to assure that it is fair.

50. A class action is superior to a multitude of individual lawsuits. Given the size and amount of each individual claim, the Class Members likely have little incentive to litigate their claims on an individual basis because the out-of-pocket expense and personal commitment necessary to litigate each claim outweighs any potential recovery. In sum, class treatment is superior to individual, case-by-case adjudication.

F. Class Counsel's Experience

51. Plaintiff and Class Members are represented by competent and experienced counsel to pursue their claims. I established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing aggrieved employees and consumers throughout California in wage and hour class actions, PAGA Actions and complex multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Perssia Razma, Esq. (Associate Attorney), John L. Nitti (Associate Attorney), Tesla Stone (Paralegal), Jennifer Heming (Paralegal), and Andrew Ward (Legal Clerk).

52. I am qualified to represent the Plaintiff, the State of California, and the Class Members. I have extensive experience with wage and hour class and representative actions litigation like this matter, and employment matters in general. Additionally, I have extensive complex mass tort litigation experience and complex construction product liability experience. I can, will and have adequately represented the interests of the Plaintiff and Class Members throughout this action.

53. I have represented consumers and employees in California class actions, and complex multi-party product liability actions exclusively for more than 14 years. I have been in practice as a plaintiffs' civil litigation attorney since April 2007.

54. I have significant class counsel and collective action counsel experience, as outlined in the firm resume. A true and correct copy of the JCL Law Firm "Firm Resume" detailing some of the major cases the JCL Law Firm has undertaken is attached hereto as **Exhibit "4"**.

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

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

57. Consequently, I was named to the prestigious Thomson Reuters, Super Lawyers, Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers, Rising Star list recognizes the top 2.5% of eligible attorneys. (see https://www.superlawyers.com/about/selection_process.html.)

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 28th day of March 2025, at San Diego, California.

JCL LAW FIRM, APC

By: *Perssia Razma*
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EXHIBIT 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SISKIYOU

SERENITY JEAN DEWOLF, an individual, on behalf of herself and on behalf of all persons similarly situated, Plaintiff, v. MOUNTAIN COUNTIES SUPPLY COMPANY, a California Corporation; PRABHJOT S. RANDHAWA, an individual; and DOES 1-50, Inclusive, Defendants.	Case No.: CVCV 22-329 [Action Filed April 1, 2022] **CLASS ACTION AND PAGA SETTLEMENT AND RELEASE OF CLAIMS**

MOUNTAIN COUNTIES SUPPLY COMPANY, a California Corporation; PRABHJOT S. RANDHAWA, an individual,

Cross-Complainants,

NICHOLE TORSEY, an individual; and ROES 1-20, inclusive,

Cross-Defendants.

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Attorneys for Cross-Defendant

This Settlement Agreement and Release of Claims is entered into by and between Plaintiff SERENITY JEAN DEWOLF (hereinafter "Plaintiff"), individually, on behalf of herself and on behalf of all persons similarly situated, and Defendant and Cross-Complainant MOUNTAIN COUNTIES SUPPLY COMPANY ("Defendant Mountain Counties"), Defendant and Cross-Complainant PRABHJOT S. RANDHAWA ("Defendant Randhawa"), Defendant and Cross-Complainant MARUTI MOUNTAIN OIL, LLC ("Defendant Maruti Mountain"), and Cross-Defendant NICHOLE TORSEY ("Defendant Torsey") (collectively, hereinafter "Defendants") (together the "Parties"):

I. <u>DEFINITIONS</u>

A. "Action" shall mean the putative class and PAGA action lawsuit titled *Dewolf v. Mountain Counties Supply Company, et al.*, Siskiyou Superior Court, Case No. CVCV 22-329, filed April 1, 2022.

B. "Agreement" or "Settlement Agreement" means this CLASS ACTION AND PAGA SETTLEMENT AND RELEASE OF CLAIMS.

C. "Aggrieved Employees" means all non-exempt employees who are or previously were employed by Defendant and Cross-Complainant Mountain Counties Supply Company ("Defendant Mountain Counties"), Defendant and Cross-Complainant Prabhjot S. Randhawa ("Defendant Randhawa"), Defendant and Cross-Complainant Maruti Mountain Oil, LLC ("Defendant Maruti Mountain"), or Cross-Defendant Nichole Torsey ("Defendant Torsey") (collectively, "Defendants") and performed work in California during the period from January 24, 2021, through the date in which 15,800 workweeks are reached.

D. "Attorneys' Expenses" means the award of expenses that the Court authorizes to be paid to Class Counsel for the actual costs they have incurred of up to $30,000.

E. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Settlement Class in the Action, currently not to exceed one-third of the Gross Settlement Amount (currently estimated to be $175,000.00 out of $525,000.00). Attorneys' fees will be divided between Class Counsel as follows: 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC. Plaintiff expressly consents to this fee division.

F. "Claims Administration Expenses" shall mean the amount that the Court authorizes to be paid to the Settlement Administrator for administering the Settlement pursuant to this Agreement currently estimated not to exceed $7,600.00.

G. "Class" or "Class Members" means all non-exempt employees who are or previously were employed by Defendant and Cross-Complainant Mountain Counties Supply Company ("Defendant Mountain Counties"), Defendant and Cross-Complainant Prabhjot S. Randhawa ("Defendant Randhawa"), Defendant and Cross-Complainant Maruti Mountain Oil, LLC ("Defendant Maruti Mountain"), or Cross-Defendant Nichole Torsey ("Defendant Torsey") (collectively, "Defendants") and performed work in California during the period from April 1, 2018, through the date in which 15,800 workweeks are reached.

H. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay, Esq. of Zakay Law Group, APLC.

I. "Class Data" means information regarding Class Members that Defendant Mountain Counties will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member's full name; last known address; Social Security Number; start dates and end dates of employment.

J. "Class Period" means the period from April 1, 2018, through the date in which 15,800 workweeks are reached.

K. "Class Representative" shall mean Plaintiff Serenity Jean Dewolf.

L. "Court" means the Superior Court for the State of California, County of Siskiyou.

M. "Defendants" shall mean Defendant and Cross-Complainant Mountain Counties Supply Company ("Defendant Mountain Counties"), Defendant and Cross-Complainant Prabhjot S. Randhawa ("Defendant Randhawa"), Defendant and Cross-

Complainant Maruti Mountain Oil, LLC ("Defendant Maruti Mountain"), and Cross-Defendant Nichole Torsey ("Defendant Torsey") (collectively, "Defendants").

N. "Effective Date" means the date upon which all of the following have occurred: (i) the Court grants final approval of the settlement and; (ii) the Court's judgment approving the Settlement becomes 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.

O. "Funding Date" shall be the date which Defendants have paid the entire Gross Settlement Amount to the Settlement Administrator in accord with the terms of this Agreement, which shall be within ninety (90) calendar days after the Effective Date.

P. "Gross Settlement Amount" means $525,000.00 that Defendants must pay into the QSF in connection with this Settlement, inclusive of the sum of Individual Settlement Payment, Claims Administration Expenses, Attorneys' Fees and Attorneys' Expenses, Service Award, and the PAGA Payment. The Gross Settlement Amount shall be all-in with no reversion to Defendants. The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendants.

Q. "Individual Settlement Payments" means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and Claims Administration Expenses.

S. "Notice Packet" means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

T. "Operative Complaint" shall mean the Second Amendment to the Complaint, filed by Plaintiff on October 12, 2023, in the Superior Court of California, County of Siskiyou, Case No. CVCV-22-329.

U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq*.

V. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period that each Aggrieved Employee worked for Defendants divided by the sum total of the Pay Periods that all Aggrieved Employees worked for Defendants during the PAGA Period.

W. "PAGA Payment" shall mean the payment of $25,000.00 to be allocated from the Gross Settlement Amount, with 25% of the payment ($6,250.00) going to the Aggrieved Employees and 75% of the payment ($18,750.00) going to the LWDA. The amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA Payment will not constitute grounds by either party to void this Agreement, so long as the Gross Settlement Amount remains the same. The Parties acknowledge and agree that Defendant Mountain Counties, Defendant Prabhjot S. Randhawa and Defendant Maruti Mountain are exclusively responsible for funding the settlement fund with the PAGA payment of $25,000 and they expressly waive and release all rights and remedies in equity and law to seek indemnity from Defendant Torsey for the PAGA payment.

X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked for Defendants in California.

Y. "PAGA Period" means the period from January 24, 2021, through the date in which 15,800 workweeks are reached.

Z. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either Plaintiff or Defendants, individually.

AA. “Payment Ratio” means the respective Workweeks for each Class Member divided by the sum total of Workweeks for all Class Members.

BB. “Plaintiff” shall mean Serenity Jean Dewolf.

CC. “QSF” means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount.

DD. “Released Class Claims” shall mean the release from the Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, of all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the *Dewolf v. Mountain Counties Supply Company, et al.,* Action (Case No. CVCV 22-329) action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and class claims outside of the Class Period.

EE. “Released PAGA Claims” shall mean the release from the LWDA and the Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, of the PAGA Class Members of all PAGA claims alleged in the operative complaint in the *Dewolf v. Mountain Counties Supply Company, et al.,* Action (Case No. CVCV 22-329) matter and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

FF. “Released Parties” shall mean Defendants and any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of their past, present, and future officers, directors, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendants.

GG. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator first mails Notice Packets to Class Members and the last date on which Class Members may submit requests for exclusion or objections to the Settlement.

HH. "Service Award" means an award in the amount of $10,000.00 or in an amount that the Court authorizes to be paid to the Class Representative, in addition to her Individual Settlement Payment and her individual Aggrieved Employee Payment, in recognition of her efforts and risks in assisting with the prosecution of the Action.

II. "Settlement" means the disposition of the Action pursuant to this Agreement.

JJ. "Settlement Administrator" means Apex Class Action LLC, 18 Technology Drive, Suite 164 Irvine, CA 92618; Tel: 1-800-355-0700. The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendants and any person related to Defendants. ***Any accrued interest shall be added to the uncashed funds and distributed to the Community Law Project as provided in section III.N.8.***

KK. "Settlement Class Members" or "Settlement Class" means all Class Members who have not submitted a timely and valid request for exclusion as provided in this Agreement.

LL. "Workweeks," or "Workweek" as used herein shall, mean a period of seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member was employed by Defendants in California.

II. <u>RECITALS</u>

A. On January 24, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency ("LWDA") and served the same on Defendant Mountain Counties.

B. On April 1, 2022, Plaintiff filed a Class Action, alleging claims for:

1. Unfair competition in violation of Cal. Bus. & Prof. Code § 17200 *et seq*;
2. Failure to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
3. Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 *et seq*;
4. Failure to provide required meal periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order;
5. Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order;
6. Failure to provide accurate itemized statements in violation of Cal. Lab. Code § 226;
7. Failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203;
8. Failure to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802; and
9. Violations of the Private Attorneys General Act Cal. Lab. Code § 2698 *et seq*.

C. On May 6, 2022, Plaintiff served an amended PAGA notice to the LWDA to add Defendant Prabhjot S. Randhawa as an additional Defendant who acted as Plaintiff's joint employer.

D. On May 12, 2022, Plaintiff filed a First Amended complaint for the purpose of adding Defendant Randhawa as an additional Defendant in the action.

E. On August 28, 2023, Defendants Mountain Counties and Randhawa and Cross-Complainant Maruti Mountain Oil, LLC filed a cross-complaint against Cross-Defendant Nichole Torsey, alleging Cross-Defendant was the sole shareholder of

Mountain Counties at all relevant times, until Cross-Defendant sold the company effective on or about February 1, 2021.

F. On October 10, 2023, Plaintiff served a second amended PAGA notice to the LWDA to add Defendant Maruti Mountain Oil, LLC as an additional Defendant who acted as Plaintiff's joint-employer.

G. On October 12, 2023, Plaintiff filed a Second Amendment to the complaint for the purpose of identifying Defendant Maruti Mountain Oil, LLC as DOE 2 in the action.

H. The Class Representative believes she has meritorious claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

I. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative, alleged in the Operative Complaint, and/or alleged in the Class Representative's PAGA notices to the LWDA, are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

J. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through formal discovery, and reviewing documents and information provided by Defendants pursuant to informal requests for information to prepare for mediation. Defendants produced Plaintiff's time and payroll records, Plaintiff's personnel file, a 50% random sampling of Class member time and payroll records, employee handbook, relevant policies, meal and rest period acknowledgments, meal break waivers and on-duty meal period agreements, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement with Defendants is fair, reasonable, and adequate, and is in the best interest of the Settlement Class considering all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendants, uncertainties regarding class certification, and numerous potential appellate issues.

K. On August 27, 2024, the Parties participated in mediation presided over by Monique Ngo-Bonnici, Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded without a settlement. However, Ms. Ngo-Bonnici presented a mediator's proposal, which was accepted by the Parties and subsequently memorialized in the form of a Memorandum of Understanding.

L. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiff or the Class Members have merit or that Defendants bear any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit.

M. The Parties believe that the Settlement is fair, reasonable and adequate. The Settlement was arrived at through arm's-length negotiations, taking into account all relevant factors. The Parties recognize the uncertainty, risk, expense and delay attendant to continuing the Action through trial and any appeal. Accordingly, the Parties desire to settle, compromise and discharge all disputes and claims arising from or relating to the Action fully, finally, and forever.

N. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendants reserve the right to contest certification of any class for any reason and reserve all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Payment by Defendants. The Parties agree that, in consideration for a full and complete settlement of the Actions and the releases set forth in this Settlement, Defendants will pay $525,000.00 (the "Gross Settlement Amount"). The Gross Settlement Amount is the maximum amount that will be paid by Defendants, except as provided for herein, and includes the Individual Settlement Payments, the Service Award, the Attorneys' Fees and Attorneys' Expenses, PAGA Payment and the Claims Administration Expenses. Defendants shall separately pay the employer's share of applicable payroll taxes. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants.

2. Apportionment of Gross Settlement Amount – Defendants agree that the Gross Settlement Amount shall be apportioned as follows: (a) $275,000 to be paid by Defendant Mountain Counties, Defendant Prabhjot S. Randhawa and Defendant Maruti Mountain, jointly and severally, representing the PAGA Payment plus 50% of the Gross Settlement Amount less the PAGA Payment; and (b) $250,000 to be paid by Defendant Torsey, representing 50% of the Gross Settlement Amount less the PAGA Payment. The Parties acknowledge and agree that Defendant Mountain Counties, Defendant Prabhjot S. Randhawa and Defendant Maruti Mountain expressly waive and release all rights and remedies in equity and law to seek indemnity from Defendant Torsey in excess of Defendant Torsey's responsibility to fund the Gross Settlement Amount with the sum of $250,000.

3. Class Size. Defendants estimate that the Settlement Class was comprised of 343 individuals who collectively worked approximately 15,800 workweeks ("Projected Workweeks") during the Class Period. One week prior to Plaintiff's deadline to file her Motion for Preliminary Approval of the Settlement, Defendant Mountain Counties shall confirm the number of Class Members and the number of Workweeks via a Declaration under penalty of perjury from Defendant Mountain Counties.

4. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF by the Funding Date. Any interest that accrues will be added to the NSA and will be distributed pro rata to the Settlement Class Members and Aggrieved Employees. If no funds are distributed (*e.g.*, because final approval is reversed on appeal) then Defendants are each entitled to prompt return of their proportionate share of principal and all interest accrued.

5. Defendant's Share of Payroll Taxes. Defendants' share of employer side payroll taxes is in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount on the Funding Date.

B. Release by the Settlement Class Members. Effective as of the Funding Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members, for themselves and their estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

C. Release by the Aggrieved Employees. Upon entry of final judgment and funding of the Gross Settlement Amount, in exchange for the consideration set forth in this Agreement, the LWDA, the State of California, the Plaintiff and the Aggrieved Employees, for themselves and their estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will release the Released Parties from the Released PAGA Claims for the PAGA Period. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against Defendants for the Released PAGA Claims.

D. General Release by Class Representative. As of the Funding Date, for the consideration set forth in this Agreement, Class Representative, for herself and her estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will waive, release, acquit and forever discharge the Released Parties from any and all claims, known or unknown. Class Representative waives all rights and benefits afforded by section 1542 of the Civil Code. Section 1542 provides:

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

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Released Parties, Class Representative expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Class Representative does not know or suspect to exist in Class Representative's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Class Representative warrants that Class Representative has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Class Representative has consulted with or had the opportunity to consult with counsel of Class Representative's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Class Representative freely and knowingly enters into this Settlement Agreement. Class Representative further acknowledges that Class Representative later may discover facts different from or in addition to those Class Representative now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Class Representative agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Class Representative expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Class Representative relating thereto.

E. Released Indemnity Claims. Defendant Mountain Counties, Defendant Prabhjot S. Randhawa and Defendant Maruti Mountain have alleged that Defendant Torsey has a duty to indemnify and defend them against class claims arising from the portion of the Class Period when Defendant Torsey owned and operated the business (the "Indemnity Claims"). Defendants understand and agree that the apportionment and payment of the Gross Settlement Amount as set forth in Section III(A)(2) is made, and will be made, in settlement, the consideration for which is hereby acknowledged, of the Indemnity Claims and Defendants agree to a mutual release and waiver of any and all rights and remedies to seek indemnity or defense from any of the other Defendants, either in law or in equity, in connection with all claims alleged in the Operative Complaint. The exclusive remedy between Defendants for claims arising from any liability for, or defense of, the claims alleged in the Operative Complaint is to seek enforcement of this Agreement.

F. Conditions Precedent. This Settlement will become final and effective only upon the occurrence of all of the following events:

1. The Court enters an order granting preliminary approval of the Settlement;
2. The Court enters an order granting final approval of the Settlement and a Final judgment:
3. If an objector appears at the final approval hearing, the time for appeal of the Final Judgment and Order Granting Final Approval of Class Action

Settlement expires; or, if an appeal is timely filed, there is a final resolution of any appeal from the Judgment and Order Granting Final Approval of Class Action Settlement; and

4. Defendants fully fund the Gross Settlement Amount.

G. Nullification of Settlement Agreement. If a) Defendants fail to fully fund the Gross Settlement Amount or b) Defendants are unable to obtain the releases set forth above because, *inter alia*, the Court denies the motion for preliminary or final approval of the Settlement Agreement, or if the Court's order granting approval is reversed, withdrawn or modified, then:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

4. If the Agreement is nullified due to Defendants' failure to fully fund the Gross Settlement Amount, then the defendant primarily responsible for this failure shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification.

H. In the event that Defendants fail to fully fund the Gross Settlement Amount, the Settlement Administrator will provide notice to Class Counsel and Defendants' counsel within three (3) business days of the missed payment. Thereafter, any defaulting defendants will have seven (7) business days to cure the default and tender payment to the Settlement Administrator. In the event any defaulting defendants fail to cure the default within the times set forth herein, Plaintiff may elect to enter judgment against any defaulting defendants, on an ex parte basis, for the balance of the unpaid Gross Settlement Amount to date, and Plaintiff will be entitled to recover interest at ten percent (10%) per year from the due date for such payment and reasonable attorneys' fees and costs.

I. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Settlement Class for purposes of settlement only.

J. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment described and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employees Payment.

K. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

L. Preliminary Approval Motion. No later than 45 days after this Settlement Agreement is fully executed, or as soon as practicable thereafter, Plaintiff shall file with the Court a Motion for Order Granting Preliminary Approval and supporting papers, which shall include this Settlement Agreement. Plaintiff will provide Defendants with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

M. Settlement Administrator. The Settlement Administrator shall perform all duties related to the administration of the Settlement as described in this Agreement including, without limitation, establishing and administering the QSF; calculating, processing and mailing payments to the Class Representative, Class Counsel, LWDA Aggrieved Employees and Class Members; printing and mailing the Notice Packets to the Class Members and Aggrieved Employees as directed by the Court; receiving and reporting the objections and requests for exclusion; calculating, deducting and remitting all legally required taxes from Individual Settlement Payments and distributing tax forms for the Wage Portion, the Penalties Portion and the Interest Portion of the Individual Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved Employee Payment; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this

Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities by among other things, sending a weekly status report to the Parties' counsel stating the date of the mailing, the of number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.

N. Notice Procedure.

1. Class Data. No later than ten (10) business days after Defendants receive notice of an order granting preliminary approval of this Settlement, Defendant Mountain Counties shall provide the Settlement Administrator with the Class Data for purposes of preparing and mailing Notice Packets to the Class Members. The Class Data will be presumed to be correct unless a particular Class Member proves otherwise to the Settlement Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all Workweek disputes is final and non-appealable. The Class Data provided to the Settlement Administrator will not be provided to Class Counsel, and it will remain confidential; it shall be used solely to administer the Settlement, and it will not be used or disclosed to anyone except as required by applicable tax authorities, pursuant to Defendants' express written consent, or by order of the Court.

2. Notice Packets.

a) The Notice Packet shall contain the Notice of Class Action Settlement in a form substantially similar to **Exhibit A**. The Notice of Class Action Settlement shall inform Class Members and Aggrieved Employees that they need not do anything in order to receive their payment and to keep the Settlement Administrator apprised of any changes to their mailing address. The Notice of Class Action Settlement shall set forth the scope of the release. Each Notice shall state the number of Workweeks and PAGA Pay Periods, if any, and the estimated amount of their Individual Settlement Payment and each Aggrieved Employee's individual share of the Aggrieved Employee Payment, if any. The Settlement Administrator shall use the Class Data to determine the number of Workweeks and PAGA Pay Periods. The Notice will also advise the Aggrieved Employees that they will release the Released PAGA Claims and will receive their share of the Aggrieved Employee Payment regardless of whether they request to be excluded from the Settlement.

b) The Notice Packet's mailing envelope shall include the following language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED NOTICE."

3. <u>Notice by First Class U.S. Mail</u>. Upon receipt of the Class Data, the Settlement Administrator will perform a search based on the National Change of Address Database to update and correct any known or identifiable address changes. No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member.

4. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to any forwarding address provided. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing, or other search using the name, address and/or Social Security number of the Class Member involved, and shall then perform a re-mailing, if another mailing address is identified by the Settlement Administrator. In addition, if any Notice Packets, which are addressed to Class Members who are currently employed by Defendant Mountain Counties, are returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendants. Defendant Mountain Counties will request that the currently employed Class Member provide a corrected address and transmit to the Administrator any corrected address provided by the Class Member. Class Members who received a re-mailed Notice Packet shall have their Response Deadline extended fifteen (15) days from the original Response Deadline.

5. Disputes Regarding Individual Settlement Payments. Class Members will have the opportunity to dispute the Class Data by providing documentation and/or an explanation regarding the dispute. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Member and the Parties.

6. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the

Settlement will be resolved by the Court under the laws of the State of California. Before any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the disputes without the necessity of involving the Court.

7. <u>Exclusions</u>. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion by the Response Deadline. The written request for exclusion must state that the Class Member wishes to exclude himself or herself from the Settlement and (1) must contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the Class Member; (3) must be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number; and (4) contain a typewritten or handwritten notice stating in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Dewolf v. Mountain Counties Supply Company, et al.*, currently pending in Siskiyou County Superior Court, Case No. CVCV 22-329. I understand that by requesting to be excluded from the settlement, I will receive no money from the Settlement described in this Notice." The request for exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal or comment thereon. However, any Class Member that

submits a timely request for exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of the PAGA Settlement, as specified below, and in consideration, will be bound by the Release by the Aggrieved Employees as set forth herein. Settlement Class Members who fail to submit a valid and timely written request for exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written requests for exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the Class to submit requests for exclusion from the Settlement.

8. Objections. The Notice of Class Action Settlement contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the Settlement Class Member and state: (1) the case name and number; (2) the name of the Settlement Class Member; (3) the address of the Settlement Class Member; (4) the last four digits of the Settlement Class Member's Social Security number; (5) the basis for the objection; and (6) if the Settlement Class Member intends to appear at the Final Approval/Settlement Fairness Hearing. Class Members who fail to make objections in writing in the manner specified above may still make their objections orally at the Final Approval/Settlement Fairness Hearing with the Court's permission. Settlement Class Members will have a right to appear at

the Final Approval/Settlement Fairness Hearing to have their objections heard by the Court regardless of whether they submitted a written objection. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Members who submit a written request for exclusion may not object to the Settlement. Class Members may not object to the PAGA Payment. The Parties may file a response to any objections at least five (5) court days before the date of the Final Approval Hearing.

O. Funding and Allocation of the Gross Settlement Amount. Defendants are required to pay their proportionate share of the Gross Settlement Amount, plus any employer's share of payroll taxes as mandated by law, ninety (90) calendar days after Effective Date.

1. Calculation of Individual Settlement Payments. Individual Settlement Payments shall be paid from the Net Settlement Amount and shall be paid pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the "PAGA Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the Aggrieved Employee's Portion of the PAGA Payment, $6,250.00 (25% of $25,000.00), to calculate each Aggrieved Employee's estimated share of the PAGA Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 15% wages ("Wage Portion") and 85% penalties and pre-judgment interest ("Penalties and Interest Portion"). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty and Interest Portions of the Individual Settlement Payments shall be reported on IRS Form 1099 issued by the Settlement Agreement.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Payment made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the

Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Payment provided for in this Settlement Agreement are the sole payments to be made by Defendants to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiff, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the Aggrieved Employee Payment.

7. <u>Mailing</u>. Individual Settlement Payments and PAGA Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees' last known mailing address no later than fourteen (14) calendar days after the Funding Date.

8. <u>Expiration</u>. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. If a Settlement Class Member and/or Aggrieved Employee does not cash his or her settlement check within ninety (90) days, the Settlement Administrator will send a letter to such persons, advising that the check will expire after the 180th day, and invite that Settlement Class Member and/or Aggrieved Employee to request reissuance in the event the check was destroyed, lost or misplaced. In the event an Individual Settlement Payment and/or Aggrieved Employee's individual

share of the PAGA Payment check has not been cashed within one hundred and eighty (180) days, all funds represented by such uncashed checks, plus any interest accrued thereon, shall be paid to the Community Law Project.

9. Service Award. In addition to the Individual Settlement Payment as a Settlement Class Member and her individual share of the Aggrieved Employee Payment, the Class Representative will apply to the Court for an award of not more than $10,000.00 as the Service Award. Defendants will not oppose a Service Award of not more than $10,000.00 for Class Representative. The Settlement Administrator shall pay the Service Award, either in the amount stated herein if approved by the Court or some other amount as approved by the Court, to Class Representative from the Gross Settlement Amount no later than fourteen (14) calendar days after the Funding Date. Any portion of the requested Service Award that is not awarded to the Class Representative shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Representative for her Service Award. Class Representative shall be solely and legally responsible to pay any and all applicable taxes on her Service Award and shall hold harmless the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of the Service Awards. Approval of this Settlement shall not be conditioned on Court approval of the requested amount of the Service Award. If the Court reduces or does not approve the requested Service Award, Class Representative shall not have the right to revoke the Settlement, and it will remain binding.

10. Attorneys' Fees and Attorneys' Expenses. Defendants will not object to Class Counsel filing a motion for Attorneys' Fees not to exceed one-third of the Gross Settlement Amount (currently estimated to be $175,000.00) and Attorneys' Expenses supported by declaration not to exceed $25,000.00. Any

awarded Attorneys' Fees and Attorneys' Expenses shall be paid from the Gross Settlement Amount. Any portion of the requested Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class Counsel shall be added to the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall allocate and pay the Attorneys' Fees to Class Counsel from the Gross Settlement Amount no later than fourteen (14) calendar days after the Funding Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff and Class Counsel shall not have the right to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

11. PAGA Payment. $25,000.00 shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys' General Act of 2004. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment ($18,750.00) to the California Labor and Workforce Development Agency no later than fourteen (14) calendar days after the Funding Date. Twenty-five percent (25%) of the PAGA Payment ($6,250.00) will be distributed to the Aggrieved Employees as described in this Agreement. For purposes of distributing the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Claims Administration Expenses. The Settlement Administrator shall be paid for the actual costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Administration Costs is $7,600.00.

The Settlement Administrator shall be paid the Claims Administration Expenses no later than fourteen (14) calendar days after the Funding Date.

P. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a Motion for Order Granting Final Approval and Entering Judgment, within twenty-eight (28) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Attorneys' Fees and Attorneys' Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiff will provide Defendants with a draft of the Motion at least three (3) business days prior to the filing of the Motion to give Defendants an opportunity to propose changes or additions to the Motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a declaration in support of Plaintiff's motion for final approval of this Settlement detailing the number of Notice Packets mailed and re-mailed to Class Members, the number of undeliverable Notice Packets, the number of timely requests for exclusion, the number of objections received, the amount of the average Individual Settlement Payment and highest Individual Settlement Payment, the Claims Administration Expenses, and any other information as the Parties mutually agree or the Court orders the Settlement Administrator to provide.

2. Final Approval Order and Judgment. Class Counsel shall present an Order Granting Final Approval of Class Action Settlement to the Court for its approval, and Judgment thereon, at the time Class Counsel files the Motion for Final Approval.

N. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts to implement the Settlement.

O. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

P. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action under California Code of Civil Procedure section 664.6 to ensure the continuing implementation of the provisions of this Settlement and that the time within which to bring this Action to trial under California Code of Civil Procedure section 583.310 shall be extended from the date of signing of this Agreement by all Parties until the entry of the Final Approval Order and Judgment or if not entered, the date this Agreement shall not longer be of any force or effect.

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

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

S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendants represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

T. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

U. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

V. Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

W. Court Filings. The Parties shall not object to any Court filings consistent with this Agreement.

X. Disputes. Any disputes between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator Monique Ngo-Bonnici, Esq. for resolution.

Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

BB. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendants, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendants or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear their own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: ________________ ____

Serenity Jean Dewolf

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS, CROSS COMPLAINANTS AND CROSS-DEFENDANT:

DATED: ________________

____
Defendant and Cross-Complainant
Mountain Counties Supply Company

____
Printed Name

____
Title

DATED: ________________

____
Defendant and Cross-Complainant
Prabhjot S. Randhawa

____
Printed Name

____
Title

DATED: ________________

____
Defendant and Cross-Complainant
Maruti Mountain Oil, LLC

____
Printed Name

____
Title

DATED: ________________

____
Cross-Defendant
Nichole Torsey

____
Printed Name

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: 03/28/25

JCL LAW FIRM, A.P.C.

____
Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: 03/28/25

ZAKAY LAW GROUP, APLC

____
Shani O. Zakay, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: ________________

SWANSON LAW OFFICE

____
Yue Zhao, Esq.
Attorneys for Defendants and Cross-Complainants

DATED: ________________

SLOVAK BARON EMPEY MURPHY & PINKNEY, LLP

____
Quynhvi B. Sotelo, Esq.
Ryan A. Quadrel, Esq.
Attorneys for Cross-Defendant

EXHIBIT A

NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND FINAL HEARING DATE

(Dewolf v. Mountain Counties Supply Company, et al., Siskiyou County Superior Court Case No.* CVCV 22-329*)

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do **not** have to do anything. **Your estimated Individual Settlement Payment is: $<<___>>. See the explanation below.** After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive **no money from the Settlement**. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the "Settlement") of this lawsuit pending in the Superior Court for the State of California, County of Siskiyou (the "Court") has been reached between Plaintiff Serenity Jean Dewolf ("Plaintiff") and Defendant and Cross-Complainant Mountain Counties Supply Company, Defendant and Cross-Complainant Prabhjot S. Randhawa, Defendant and Cross-Complainant Maruti Mountain Oil, LLC, and Cross-Defendant Nichole Torsey (collectively "Defendants"). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class.

The Class is defined as:

> All non-exempt employees who are or previously were employed by Defendant and Cross-Complainant Mountain Counties Supply Company ("Defendant Mountain Counties"), Defendant and Cross-Complainant Prabhjot S. Randhawa ("Defendant Randhawa"), Defendant and Cross-Complainant Maruti Mountain Oil, LLC ("Defendant Maruti Mountain") and Cross-Defendant Nichole Torsey ("Defendant Torsey") (collectively, "Defendants") and performed work in California during the Class Period.

The "Class Period" is the period from April 1, 2018, through the date in which 15,800 workweeks are reached.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On January 24, 2022, Plaintiff served the Labor and Workforce Development Agency ("LWDA") with a PAGA. On April 1, 2022, Plaintiff filed a Complaint against Defendant and Cross-Complainant Mountain Counties Supply Company, Defendant and Cross-Complainant Prabhjot S. Randhawa, Defendant and Cross-Complainant Maruti Mountain Oil, LLC in the Superior Court of the State of California, County of Contra Costa, asserting causes of action for: (1) Unfair Competition (Bus. & Prof. Code § 17200 et seq.); (2) Failure to Pay Minimum Wages (Lab. Code §§ 1194, 1197 & 1197.1); (3) Failure to Pay Overtime Wages (Lab. Code §§ 510 et seq); (4) Failure to Provide Required Meal Periods (Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order); (5) Failure to Provide Required Rest Periods (Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order); (6) Failure to Provide Accurate Itemized Statements (Lab. Code § 226); (7) Failure to Provide Wages When Due (Lab. Code §§ 201, 202 and 203); (8) Failure to Reimburse Employees for Required Expenses (Lab. Code § 2802); and (9) Violations of the Private Attorneys General Act (Lab. Code § 2698 et seq.).

On May 6, 2022, Plaintiff served an amended PAGA notice to the LWDA to add Defendant Prabhjot S. Randhawa as an additional Defendant who acted as Plaintiff's joint-employer. On May 12, 2022, Plaintiff filed a First Amended Complaint to add Defendant Prabhjot S. Randhawa as an additional Defendant in the action. On August 28, 2023, Defendants Mountain Counties and Randhawa and Cross-Complainant Maruti Mountain Oil, LLC filed a cross-complaint against Cross-Defendant Nichole Torsey, alleging Cross-Defendant was the sole shareholder of Mountain Counties at all relevant times, until Cross-Defendant sold the company effective on or about February 1, 2021. On October 10, 2023, Plaintiff served a second amended PAGA notice to the LWDA to add Defendant Maruti Mountain Oil, LLC as an additional Defendant who acted as Plaintiff's joint-employer. On October 12, 2023, Plaintiff filed a Second Amendment to the Complaint to identify DOE 2 as Defendant Maruti Mountain Oil, LLC in the action.

Defendants expressly deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendants contend, among other things, that at all times they complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

On August 27, 2024, the Parties participated in an all-day mediation with Monique Ngo-Bonnici, Esq., a mediator of wage and hour class actions. The Parties accepted a Mediator's settlement proposal and reached an agreement for settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendants have agreed to pay an "all in" amount of $525,000.00 (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Settlement Shares to Settlement Class Members, Class Counsel's attorneys' fees and costs, Claims Administration Expenses, the PAGA Payment, and the Service Award to the Plaintiff.

After the Judgment becomes Final, Defendants will each pay their portion of the Gross Settlement Amount by depositing the money with the Settlement Administrator. "Final" means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed $7,600.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.

- Attorneys' Fees and Expenses. Payment to Class Counsel of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently $175,000.00) and Attorneys' Expenses of not more than $30,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- Service Award. Service Award of up to $10,000.00 to Plaintiff or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.

- PAGA Payment. A payment of $25,000.00 relating to Plaintiff's claim under the Private Attorneys General Act ("PAGA"), $18,750.00 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining $6,250.00 will be distributed to Aggrieved Employees as part of the Net PAGA Amount.

- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys' Fees, Attorneys' Expenses, the Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A "workweek" is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendants during the Class Period in California.

- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out. The PAGA Payment will be divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of pay periods worked by each respective Aggrieved Employee during the PAGA Period.
- "Aggrieved Employees" are all non-exempt employees who are or previously were employed by Defendant and Cross-Complainant Mountain Counties Supply Company, Defendant and Cross-Complainant Prabhjot S. Randhawa, Defendant and Cross-Complainant Maruti Mountain Oil, LLC, and Cross-Defendant Nichole Torsey and performed work in California during the PAGA Period. The PAGA Period is defined as the period from January 24, 2021, through the date in which 15,800 workweeks are reached.

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

Tax Matters. Fifteen percent (15%) of each Individual Settlement Payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Eighty-Five percent (85%) of each Individual Settlement Payment is allocated to penalties and pre-judgment interest. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for Penalty Portion and Interest Portion of the Individual Settlement Payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants, Plaintiff and the Settlement Class Members shall release all Released Class Claims that occurred during the Class Period as to the Released Parties. Released Class Claims means all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the *Dewolf v. Mountain Counties Supply Company, et al.,* Action (Case No. CVCV 22-329) which occurred during the Class Period. Class Members do not release any claims that cannot be released by law, including, without limitation, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

The Released PAGA Claims shall be released as follows. As of the Settlement Effective Date and upon funding in full of the Gross Settlement Amount by Defendants, the LWDA and all Aggrieved Employees shall release all Released PAGA Claims, irrespective of whether they opted-out of the class settlement and will be bound by this PAGA Release (the "PAGA Release"). "Released PAGA Claims" means all PAGA claims alleged in the operative complaint in the *Dewolf v. Mountain Counties Supply Company, et al.,* Action (Case No. CVCV 22-329) and Plaintiff's PAGA notice to the LWDA, which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

5. How much will my payment be?

Defendants' records reflect that you have <<_____>> Workweeks worked during the Class Period (April 1, 2018, through the date in which 15,800 workweeks are reached _______).

Based on this information, your estimated Settlement Share is <<_______>>.

Defendants' records reflect that you have <<_____>> pay periods worked during the PAGA Period (January 24, 2021, through the date in which 15,800 workweeks are reached).

Based on this information, your estimated PAGA Payment Share is <<_______>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _______________ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Apex Class Action LLC.

The Court will hold a hearing on __________________ to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.apexclassaction.com.

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

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows**. Irrespective of whether you exclude yourself from the Settlement or "opt out," if you are an Aggrieved Employee, you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _______________. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel. (800) 355-0700. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Dewolf v. Mountain Counties Supply Company, et al.,* Siskiyou County Superior Court Case No. CVCV 22-329. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after ______________, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is ***Dewolf v. Mountain Counties Supply Company, et al.*, Siskiyou County Superior Court Case No. CVCV 22-329.** You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than ________________. The address for the Settlement Administrator is 18 Technology Drive, Suite 164, Irvine, CA 92618; Tel: (800) 355-0700.

The addresses for the Parties' counsel are as follows:

Class Counsel:
Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Counsel for Cross-Defendant:
Ouynhvi B. Sotelo, Esq.
Slovak Baron Empey Murphy & Pinkney, LLP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262
E-Mail: soltelo@sbemp.com

Class Counsel:
Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Email: shani@zakaylaw.com

Counsel for Defendants and Cross-Complainants:
Yue Zhao, Esq.
Swanson Law Office
2515 Park Marina Drive, Suite 102
Redding, CA 96001
Tel: (530) 225-8773
E-Mail: markvegh@jswansonlaw.com
Mail: kat@jswansonlaw.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 00:00 AM/PM on ________________, at the Siskiyou County Superior Court, Department __, located at _______ before Judge _______. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-800-355-0700 or write to ***Dewolf v. Mountain Counties Supply Company, et al.,*** Siskiyou County Superior Court Case No. CVCV 22-329*,* Settlement Administrator, 18 Technology Drive, Suite 164, Irvine, CA 92618 c/o Apex Class Action, LLC.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.apexclassaction.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all funds from such uncashed checks to the Community Law Project. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

Dewolf v. Mountain Counties Supply Company, et al,
Case No. CVCV 22-329

MEMORANDUM OF UNDERSTANDING (Class and PAGA)

1. Class Definition – All non-exempt employees who are or previously were employed by Defendant and Cross-Complainant Mountain Counties Supply Company ("Defendant Mountain Counties"), Defendant and Cross-Complainant Prabhjot S. Randhawa ("Defendant Randhawa"), Defendant and Cross-Complainant Maruti Mountain Oil, LLC ("Defendant Maruti Mountain") and Cross-Defendant Nichole Torsey ("Defendant Torsey") (collectively, "Defendants") and performed work in California during the Class Period. The Class Period is defined as the period from April 1, 2018, through the date in which 15,800 workweeks are reached.

2. Aggrieved Employee Definition – All non-exempt employees who are or previously were employed by Defendant and Cross-Complainant Mountain Counties Supply Company ("Defendant Mountain Counties"), Defendant and Cross-Complainant Prabhjot S. Randhawa ("Defendant Randhawa"), Defendant and Cross-Complainant Maruti Mountain Oil, LLC ("Defendant Maruti Mountain") and Cross-Defendant Nichole Torsey ("Defendant Torsey") (collectively, "Defendants") and performed work in California during the PAGA Period. The PAGA Period is defined as the period from January 24, 2021, through the date in which 15,800 workweeks are reached beginning from April 1, 2018. There are 176 Aggrieved Employees who worked 3,445 Pay Periods during the PAGA Period.

3. Class Counsel –JCL Law Firm, APC and Zakay Law Group, APLC

4. Plaintiff – The Plaintiff is Serenity Jean Dewolf.

5. Enforceability – The Parties intend this MOU to be admissible and binding under California Code of Civil Procedure Section 664.6. The prevailing party shall be awarded costs and attorneys' fees in enforcing this MOU.

6. Maximum Settlement Amount – Defendants shall pay out the total sum of $525,000.00 for payment of all claims, including payment of Claims Administration Expenses; Attorneys' Fees; Attorneys' Expenses; Service Award, the PAGA Payment and all Class Member Settlement Payments. The Maximum Settlement Amount shall be all-in with no reversion to Defendants. The employer's share of payroll taxes shall not be paid from the Maximum Settlement Amount and shall remain the sole responsibility of Defendant Mountain Counties.

7. Apportionment of Maximum Settlement Amount – Defendants agree that the Maximum Settlement Amount shall be apportioned as follows: (a) $275,000 to be paid by Defendant Mountain Counties, Defendant Prabhjot S. Randhawa and Defendant Maruti Mountain, jointly and severally, representing the PAGA Payment plus 50% of the Maximum Settlement Amount less the PAGA Payment; and (b) $250,000 to be paid by Defendant Torsey, representing 50% of the Maximum Settlement Amount less the PAGA Payment. The Parties acknowledge and agree that Defendant Mountain Counties, Defendant Prabhjot S. Randhawa and Defendant Maruti Mountain expressly waive and release all rights and remedies in equity and law to seek indemnity from Defendant Torsey in excess of Defendant Torsey's responsibility to fund the Maximum Settlement Amount with the sum of $250,000.

8. Settlement Allocation – The Net Settlement Amount (Maximum Settlement Amount minus (a) Claims Administration Expenses; (b) Attorneys' Fees; Attorneys' Expenses; (c) Service

Award, and (d) the PAGA Payment) shall be allocated to the Class Members for the resolution of their class claims ("Class Member Settlement Payments"). The Class Members Settlement Payments shall be paid based on the number of workweeks worked during the Class Period without the need to submit a claim form. "Workweeks" shall mean any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed by Defendants during the Class Period in California. The Workweeks will be calculated by the Settlement Administrator based on the Class Data and will be presumed to be correct, unless a particular Class Member proves otherwise to the Claim Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Claims Administrator, and the Claims Administrator's decision on all Workweek disputes will be final.

9. Service Award – Defendants shall not oppose a service award to Plaintiff in the amount of $10,000.00.

10. PAGA Payment – The PAGA payment of $25,000.00 shall be made from the Maximum Settlement Amount, with 25% of the payment going to the Aggrieved Employees and 75% of the payment going to the LWDA. The Parties acknowledge and agree that Defendant Mountain Counties, Defendant Prabhjot S. Randhawa and Defendant Maruti Mountain are exclusively responsible for funding the settlement fund with the PAGA Payment of $25,000.00 and they expressly waive and release all rights and remedies in equity and law to seek indemnity from Defendant Torsey for the PAGA Payment.

11. Claims Administration Expenses - Claims Administrator shall be mutually agreed to by the Parties. Claims Administration Expenses shall not exceed the estimate of the Claims Administrator to administrate the settlement.

12. Workweek Information – It is estimated that there are approximately 343 Class Members who worked approximately 15,800 workweeks during the Class Period. The Parties acknowledge and agree that this data (and other information provided by Defendants for purposes of mediation) was relied on to extrapolate and reach an arms-length negotiation of Plaintiff's claims in the *Dewolf v. Mountain Counties Supply Company, et al.,* Action (Case No. CVCV 22-329) through the Class Period. Defendant Mountain Counties will provide a declaration under penalty of perjury confirming the number of applicable Class Members and workweeks they worked during the applicable Class Period one week prior to Plaintiff's deadline to file their motion for preliminary approval of the settlement.

13. Attorneys' Fees – Defendants agree not to oppose an Attorneys' Fees request up to 1/3 of the Maximum Settlement Amount.

14. Attorneys' Expenses – Defendants agree not to oppose Attorneys' Expenses of up to $25,000.00.

15. Released Class Claims: Upon entry of final judgment and funding of the Maximum Settlement Amount, the Defendants shall be entitled to a release from the Class Members of all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the *Dewolf v. Mountain Counties Supply Company, et al.,* Action (Case No. CVCV 22-329) action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

16. Released PAGA Claims. Upon entry of final judgment and funding of the Maximum Settlement Amount, Defendants shall be entitled to a release from the PAGA Class

Members of all PAGA claims alleged in the operative complaint in the *Dewolf v. Mountain Counties Supply Company, et al.,* Action (Case No. CVCV 22-329) matter and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

17. Released Indemnity Claims – Defendant Mountain Counties, Defendant Prabhjot S. Randhawa and Defendant Maruti Mountain have alleged that Defendant Torsey has a duty to indemnify and defend them against Class Claims arising from the portion of the Class Period when Defendant Torsey owned and operated the business (the "Indemnity Claims"). Defendants understand and agree that the apportionment and payment of the Maximum Settlement Sum as set forth above is made, and will be made, in settlement, the consideration for which is hereby acknowledged, of the Indemnity Claims and Defendants hereby agree to a mutual release and waiver of any and all rights and remedies to seek indemnity or defense from any of the other Defendants, either in law or in equity, in connection with the Class Claims. The exclusive remedy between Defendants for claims arising from any liability for, or defense of, the Class Claims is to seek enforcement of the agreement memorialized in this MOU.

18. Drafting Settlement Documents – Class Counsel shall draft settlement documents for distribution within forty-five (45) days of the execution of this Memorandum. Class Counsel shall draft and file a motion for preliminary approval within seventy-five (75) days. The long-form settlement agreement shall incorporate Defendants' agreement as to indemnity and defense obligations arising from the Class Claims, and apportionment of the

Maximum Settlement Amount, as though fully set forth therein.

19. Opt Out / Objection Period – The Class Members shall have 45 days from the date the notice is first mailed in which to object to or exclude themselves from the settlement.

20. Payments - Defendants will pay their respective apportionment of the Maximum Settlement Amount to the Claims Administrator, including payment for all claims, payment of Claims Administration Expenses, Attorneys' Fees, Attorneys' Expenses, Service Awards, and PAGA Payment, within ninety (90) days after the final approval order.

21. Workweek Calculation - Claims Administrator will calculate the number of Workweeks (as defined above) worked by Class Members during the Class Period and the amount to be paid to Class Members per workweek based on information to be provided by Defendants. The Workweeks will be calculated based on Defendants workweek data and will be presumed to be correct, unless a particular Class Member proves otherwise to the Claim Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Claims Administrator and shall not result in any increase to the Maximum Settlement Amount. The Claims Administrator's decision on all Workweek disputes will be final and non-appealable.

22. Uncashed Checks – All checks mailed to the Class Members that are not cashed within 180 days of payment shall be paid to either a Cy Pres, in accordance with CCP 384, or the State Controller, as agreed by the Parties as part of the long-form settlement agreement and/or as required by the specific judge handling the pending matter.

23. Disputes – Any dispute between the parties as to the remaining terms of the settlement agreement shall be presented to the mediator for resolution.

24. Execution in Counterparts - This Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

21. Court Filings - The parties agree not to object to any Court filings consistent with this Agreement.

22. Continuing Jurisdiction - The Parties agree that the Superior Court, County of Yolo, shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

Accepted and agreed to this 26 day of September, 2024.

IT IS SO AGREED AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 09/19/2024

Serenity Dewolf (Sep 19, 2024 12:48 PDT)

Plaintiff
Serenity Jean Dewolf

Dated: 09/19/2024

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

Dated: ______________

____
Jean-Claude Lapuyade, Esq.
The JCL Law Firm, APC
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANTS, CROSS-COMPLAINANTS AND CROSS-DEFENDANT:

Dated: 9/25/24

____
Defendant and Cross-Complainant
Mountain Counties Supply Company

Dated: 9/25/24

____
Defendant and Cross-Complainant
Prabhjot S. Randhawa

Dated: 9/25/24

____
Defendant and Cross-Complainant
Maruti Mountain Oil, LLC

Dated: ______________

____
Yue Zhao, Esq.
Swanson Law Office
Attorney for Defendants and Cross-Complainants

Dated: ______________

____
Cross-Defendant
Nichole Torsey

Dated: 09/19/2024

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

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANTS, CROSS-COMPLAINANTS AND CROSS-DEFENDANT:

Dated: ________________

Defendant and Cross-Complainant
Mountain Counties Supply Company

Dated: ________________

Defendant and Cross-Complainant
Prabhjot S. Randhawa

Dated: ________________

Defendant and Cross-Complainant
Maruti Mountain Oil, LLC

Dated: 9/24/2024

Yue Zhao, Esq.
Swanson Law Office
Attorney for Defendants and Cross-Complainants

Dated: 9/10/2024

Nichole L Torsey

Cross-Defendant
Nichole Torsey

Dated: September 23, 2024

Ryan A. Quadrel

Quynhvi B. Sotelo, Esq.
Ryan A. Quadrel, Esq.
Slovak Baron Empey Murphy & Pinkney, LLP
Attorney for Cross-Defendant

EXHIBIT 3

EXHIBIT 4

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 Wester 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);