

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

Perssia Razma (State Bar #351398)

perssia@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Jackland K. Hom (State Bar #327243)

jackland@zakaylaw.com

Jaclyn Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

Attorneys for PLAINTIFF

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
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Date: October 23, 2025

Time: 9:30 a.m.

Judge of the Superior Court

Dept.: 2

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

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff SERENITY JEAN DEWOLF (hereafter "Plaintiff" or "Class Representative") in this wage
6 and hour class action.

7 2. This declaration is being submitted in support of Plaintiffs' Motion for Final Approval of
8 Class Action Settlement.

9 3. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Class
10 Action and PAGA Settlement And Release of Claims (hereinafter "Settlement Agreement"). Attached
11 thereto as **Exhibit A** is a true and correct copy of the Notice of Pendency of Class and Representative
12 Action Settlement and Final Hearing Date ("Class Notice").

13 4. Attached hereto as **Exhibit "2"** is a true and correct copy of the April 24, 2025,
14 Preliminary Approval Order.

15 5. Attached hereto as **Exhibit "3"** is a true and correct copy of the March 28, 2025, proof
16 of filing the proposed Settlement with the LWDA.

17 6. Attached hereto as **Exhibit "4"** is true and correct copy of the proof of filing this motion
18 seeking final approval of this Settlement with the LWDA.

19 7. Attached hereto as **Exhibit "5"** is a true and correct copy of the JCL Law Firm, APC's
20 "Firm Resume" detailing the credentials and a summary of cases on which Counsel has been appointed
21 Class Counsel.

22 **I. INTRODUCTION**

23 8. An objective evaluation of the proposed settlement of Five Hundred Twenty-Five
24 Thousand Dollars and Zero Cents (\$525,000.00) ("Gross Settlement Amount") confirms that the relief
25 negotiated on behalf of the Participating Class Members is fair, reasonable, and valuable. The
26 Settlement is a product of informed, adversarial, and non-collusive negotiations, between experienced
27 counsel, and presided over by Monique Ngo-Bonnici, Esq., a mediator of wage and hour class and
28 PAGA actions. After deducting any Court-approved PAGA Payment, Service Award, Attorneys'

1 Expenses, Attorneys' Fees, and the Claims Administration Expenses, the Net Settlement Amount shall
2 be distributed to the Participating Class Members based on the number of Workweeks they worked
3 while employed by Defendants during the Class Period.

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

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

12 II. OVERVIEW OF THE LITIGATION

13 11. Defendants operate and manage gas stations throughout the county of Siskiyou. This
14 action asserts claims on behalf of all non-exempt employees who are or previously were employed by
15 Defendants and performed work in California during the period from April 1, 2018 through July 27,
16 2024. At all times during her employment, Plaintiff was classified by Defendants as a non-exempt
17 employee, paid on an hourly basis, and was entitled to legally compliant meal and/or rest periods, and
18 minimum, regular and overtime wages for all hours worked. Throughout her employment, Plaintiff was
19 subject to Defendants' written policies and procedures contained in, among other documents, the
20 "Employee Handbook."

21 12. Generally, Plaintiff claims that Defendants failed to pay employees for all time worked,
22 including overtime, failed to provide them with proper meal and rest breaks, failed to reimburse for
23 required business expenses, and failed to issue accurate itemized wage statements. Defendants
24 forcefully deny liability for each of Plaintiff's claims. Further, Defendants assert that they fully
25 complied with all applicable employment laws and raised several other significant defenses to
26 Plaintiff's claims, including but not limited to, facially compliant meal and rest period policies, payment
27 of minimum wages and overtime, and timely payment of all wages due upon separation of employment.
28

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

7 14. On April 1, 2022, Plaintiff filed a class action complaint in the Siskiyou Superior Court,
8 Case Number CVCV 22-329 (“Class Action”). The Class Action alleged nine causes of action against
9 Defendants for: (1) Unfair Competition in Violation of California Business and Professions Code §§
10 17200; (2) Failure to Pay Minimum Wages in Violation of California Labor Code §§ 1194, 1197 and
11 1197.1; (3) Failure to Pay Overtime Wages in Violation of California Labor Code §§ 510 *et seq.*; (4)
12 Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (5) Failure
13 to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 and 512; (6) Failure to Provide
14 Accurate Itemized Wage Statements in Violation of Cal. Lab. Code §226; (7) Failure to Provide Wages
15 When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203; (8) Failure to Reimburse Employees
16 for Required Expenses; and (9) Violations of the Private Attorneys General Act pursuant to Labor Code
17 section 2698, *et seq.*

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

26 16. On October 10, 2023, Plaintiff served a second amended PAGA notice to the LWDA to
27 add Defendant Maruti Mountain Oil, LLC as an additional Defendant who acted as Plaintiff’s joint-
28

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

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

9 18. The Parties engaged in arms-length settlement negotiations with Mrs. Ngo-Bonnici's
10 assistance, though the mediation concluded without a settlement. However, Ms. Ngo-Bonnici
11 presented a mediator's proposal, which was accepted by the Parties and subsequently memorialized in
12 the form of a Memorandum of Understanding. Subsequently, the Parties drafted and negotiated a long-
13 form settlement agreement, which is the subject of the instant motion. The Parties now seek approval
14 of the entire Agreement.

15 19. The Court preliminarily approved an initial Gross Settlement Amount of Five Hundred
16 Twenty-Five Thousand Dollars and Zero Cents (\$525,000.00) based on a total of an estimated 15,800
17 Workweeks worked by the Class during the Class Period. The Gross Settlement Amount shall be used
18 to satisfy: (1) the Individual Settlement Payments to Participating Class Members; (2) the Service
19 Award; (3) the PAGA Payment; (4) the Claims Administration Expenses; and (5) Attorneys' Fees and
20 Expenses.

21 20. Subject to Court approval, Class Counsel shall seek a payment of Attorneys' Fees and
22 Expenses in the amount of up to \$200,000.00, comprised of attorneys' fees of up to one-third of the
23 Gross Settlement Amount estimated to be \$175,000.00 and up to \$25,000.00 for actually incurred
24 litigation expenses. Agreement, § III(O)(10). Class Counsel is to split the fees as follows: 50% to JCL
25 Law Firm, APC, and 50% to Zakay Law Group, APLC. Agreement, § I(E). Plaintiff has consented in
26 writing to the fee split.

27 21. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
28 the class and should be granted final approval. This is evidenced by the high approval of the Settlement

1 by the Class, the absence of any objections to the Settlement and the average Individual Settlement
2 Payment of **\$799.72**.

3 **III. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

4 22. As detailed in the motion for preliminary approval, Class Counsel thoroughly
5 investigated the proposed Class Members' claims, applicable law, and potential defenses. Specifically,
6 Class Counsel assessed the value of the class claims using data and documents provided by Defendants
7 through informal discovery. Class Counsel obtained time, payroll, and policy records, as well as data
8 regarding the number of Class Members, and the average length of shift, and average rate of pay to assess
9 damages before mediation. Class Counsel retained BCG to analyze Defendant's time and payroll data
10 to formulate damage models estimating Defendants' liability exposure. Class Counsel's investigation,
11 research, experience, and damage models informed and guided the mediated negotiations that resulted
12 in this settlement. Accordingly, Class Counsel fully understood the strengths and weaknesses of the
13 class claims before the parties reached a settlement.

14 23. Class Counsel in this matter has extensive class action experience in multiple fields and
15 has represented tens-of-thousands of persons in class actions. Counsel has previously litigated similar
16 wage and hour class actions involving similar claims. Class Counsel has been approved as class counsel
17 in similar wage and hour class actions throughout the State of California. As such, courts throughout
18 California have deemed Class Counsel experienced and knowledgeable in this area of law. Class
19 Counsel has participated in every aspect of the settlement discussions and has concluded the Settlement
20 is fair, adequate, and reasonable and in the best interests of the Class.

21 24. Plaintiff is represented by competent and experienced counsel to pursue their claims. I
22 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
23 aggrieved employees and consumers throughout California in wage and hour class actions and complex
24 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
25 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), John L. Nitti, Esq.
26 (Associate Attorney), Perssia P. Razma (Associate Attorney), Tesla Stone (Senior Paralegal and Office
27 Manager), Jennifer Heming (Paralegal), Allysa Castillo (Legal Assistant), Andrew Ward (Law Clerk),
28 and Libia Ramirez (Secretary).

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

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

10 27. I am qualified to represent the Plaintiffs, the State of California, and the Aggrieved
11 Employees. I have extensive experience with wage and hour class and representative actions litigation
12 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
13 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "5."** Some of the
14 major cases the Firm has undertaken are also set forth in **Exhibit "5."**

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

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

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

24 31. The reaction of the Class unequivocally supports approval of the Settlement.
25 Significantly, after dissemination of the notice to the Class, which provided each Class Member with
26 the terms of the Settlement, including the specific estimated Individual Settlement Payments, **zero** of
27 the 347 Class Members opted out of the Settlement. Moreover, there are **zero** objections. Stated
28 differently, **100%** of the Class chose to participate in the Settlement.

1 32. Here, the Settlement is clearly within the “ballpark” of reasonableness because the
2 Settlement provides a sizeable recovery to the Participating Class Members and need not necessarily
3 obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*,
4 91 Cal.App.4th at 250. While the Gross Settlement Amount of Five Hundred Twenty-Five Thousand
5 Dollars and Zero Cents (\$525,000.00) represents a discount on Defendants’ potential exposure if
6 Plaintiff established liability on all claims and was awarded the full amount of the estimated damages
7 at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendants
8 presented a risk that could award significantly less in damages than Plaintiff’s estimate and (2) any
9 theoretical post-trial recovery may require many more years of litigation, resulting in added fees and
10 costs without any guarantee of recovery for the Class.

11 33. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and
12 reasonable considering the nature and magnitude of the claims being settled and the various potential
13 impediments to recovery. Class Counsel developed varied economic damages models measuring
14 Defendants’ liability exposure while accounting for the uncertainties of continued litigation. The
15 various models were informed by Class Counsel’s investigation, including the analysis of a significant
16 sample of time and payroll data. Detailed in greater depth during the preliminary approval process,
17 Class Counsel projected a range of Defendants’ liability exposure for the claims asserted on behalf of
18 the Class. The Gross Settlement Amount represents between 29.95% - 36.9% of Defendant’s *class-*
19 *wide* liability exposure as estimated by Class Counsel at the time of mediation.

20 34. The calculation methodology used to compensate the Participating Class Members for
21 the alleged damages was negotiated at the time of the Settlement. More importantly, the methodology
22 is fair, objective, and impartial. The calculation methodology is based on the number of Workweeks
23 each Participating Class Member worked for Defendants during the Class Period. The number of
24 Workweeks for the Participating Class Member is established through Defendants’ data and
25 documented compensation records. The Administrator is responsible for calculating the Individual
26 Settlement Payments by dividing the Net Settlement Amount by the total number of Workweeks worked
27 by all Participating Class members, and multiplying the result by the number of Workweeks worked by
28 each individual Participating Class Member to calculate each Participating Class Member’s estimated

1 Individual Settlement Payment. Agreement, § III(O)(1). This process establishes an objectively fair and
2 reasonable procedure to compensate the Class.

3 35. Clearly the goal of this litigation to obtain redress for the class has been met by this
4 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
5 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
6 approval.

7 **E. Risks of Continued Litigation**

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

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

20 38. Further, even if a class is certified, liability remains uncertain. The risks attendant to the
21 issue of Defendants' liability in similar wage and hour actions are demonstrated by *Duran v. U.S. Bank*
22 *National Association* (2014) 59 Cal.4th 1, 31. There, the court reversed a trial verdict in favor of
23 plaintiffs in a wage and hour class action. *See also Tien v. Tenet Healthcare Corp.* (2012) 209
24 Cal.App.4th 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were
25 predominantly individualized questions of fact not susceptible to class treatment.").

26 39. Finally, even if a class is certified and Defendants are found liable for the class claims
27 alleged, post-certification risks remain, including a reversal of a favorable judgment for Plaintiff and
28 decertification of the class. These post-certification risks are demonstrated by *Magadia v. Wal-Mart*

1 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit vacated, reversed and remanded
2 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
3 the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies,*
4 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action).

5 40. Collectively, the examples cited above illustrate the uncertain nature of class litigation.
6 Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk
7 factor favoring settlement.

8 41. Although Plaintiff is confident about the strength of her claims, Plaintiff nevertheless
9 recognizes that Defendants have factual and legal defenses that, if successful, would potentially defeat
10 or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
11 drastically affect the value of Plaintiff’s claims and, in fact, already has.

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

20 43. The Class Representative and Class Counsel recognize the expense and length of a trial
21 against Defendants through possible appeals which could take another three years. In arriving at their
22 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the
23 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful
24 of and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in
25 the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
26 increased, and recovery would have been delayed if not denied, thereby reducing the benefits of an
27 ultimate victory. The Class Representative and Class Counsel believe that the Settlement confers
28 substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, the Class

1 Representative and Class Counsel have determined that the Settlement set forth in the Agreement is in
2 the best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

3 **IV. THE PENALTIES UNDER THE PRIVATE ATTORNEY GENERAL ACT OF 2004 ARE**
4 **REASONABLE**

5 44. Here, Plaintiff and Defendants negotiated a good faith PAGA Payment in the amount of
6 \$25,000.00 which is 4.7% of the Gross Settlement Amount. As illustrated above, this amount falls well
7 within the range of approved PAGA settlements. Seventy-Five percent (75%) of the PAGA Payment
8 (\$18,750.00) will be paid to the LWDA with the remaining twenty-five percent (25%) of the PAGA
9 Payment (\$6,250.00) to be distributed to the Aggrieved Employees ("Individual PAGA Payment"),
10 which is within the range of PAGA Payment approved by courts and should be approved.

11 45. Class Counsel gave the LWDA notice of this Settlement and proposed allocation by filing
12 a copy of the Settlement, the Motion for Preliminary Approval, and this motion seeking final approval
13 with the LWDA.

14 I declare under the penalty of perjury under the laws of the State of California that the foregoing
15 is true and correct. Executed this 29th day of September 2025, at San Diego, California.

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17 **JCL LAW FIRM, APC**

18 By: 
19 Jean-Claude Lapuyade, Esq.
20 Attorney of PLAINTIFF
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EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Perssia Razma (State Bar #351398)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

jlapuyade@jcl-lawfirm.com

prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Eden Zakay (State Bar #339536)

Jaclyn Joyce (State Bar #285124)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

shani@zakaylaw.com

eden@zakaylaw.com

jaclyn@zakaylaw.com

Attorneys for Plaintiff

[Additional Counsel on Next Page]

**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**

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

4 Cross-Complainants,

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

7 Cross-Defendants.
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ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com

Attorneys for Plaintiff

Mark Vegh, Esq.
Kat Zhao, Esq.
Swanson Law Office
2515 Park Marina Drive, Suite 102
Redding, CA 96001
T: 530-225-8773
markvegh@jswansonlaw.com
kat@jswansonlaw.com

Attorneys for Defendant

Quynhvi B. Sotelo, Esq.
Ryan A. Quadrel, Esq.
Slovak Baron Empey Murphy & Pinkney LLP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262
sotelo@sbemp.com
quadrel@sbemp.com

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. DEFINITIONS

- 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.

- 1 Z. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either
2 Plaintiff or Defendants, individually.
- 3 AA. “Payment Ratio” means the respective Workweeks for each Class Member divided
4 by the sum total of Workweeks for all Class Members.
- 5 BB. “Plaintiff” shall mean Serenity Jean Dewolf.
- 6 CC. “QSF” means the Qualified Settlement Fund established, designated, and maintained
7 by the Settlement Administrator to fund the Gross Settlement Amount.
- 8 DD. “Released Class Claims” shall mean the release from the Class Members, on behalf
9 of themselves and their respective former and present representatives, agents,
10 attorneys, heirs, administrators, successors, and assigns, of all class claims alleged, or
11 reasonably could have been alleged based on the facts alleged, in the operative
12 complaint in the *Dewolf v. Mountain Counties Supply Company, et al.*, Action (Case
13 No. CVCV 22-329) action which occurred during the Class Period, and expressly
14 excluding all other claims, including claims for vested benefits, wrongful termination,
15 unemployment insurance, disability, social security, workers’ compensation, and
16 class claims outside of the Class Period.
- 17 EE. “Released PAGA Claims” shall mean the release from the LWDA and the Aggrieved
18 Employees, on behalf of themselves and their respective former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, of
20 the PAGA Class Members of all PAGA claims alleged in the operative complaint in
21 the *Dewolf v. Mountain Counties Supply Company, et al.*, Action (Case No. CVCV
22 22-329) matter and Plaintiff’s PAGA notice to the LWDA which occurred during the
23 PAGA Period, and expressly excluding all other claims, including claims for vested
24 benefits, wrongful termination, unemployment insurance, disability, social security,
25 workers’ compensation, and PAGA claims outside of the PAGA Period.
- 26 FF. “Released Parties” shall mean Defendants and any of their past, present, and future
27 direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well
28 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. RECITALS

- 1 A. On January 24, 2022, Plaintiff filed a Notice of Violations with the Labor and
2 Workforce Development Agency (“LWDA”) and served the same on Defendant
3 Mountain Counties.
- 4 B. On April 1, 2022, Plaintiff filed a Class Action, alleging claims for:
- 5 1. Unfair competition in violation of Cal. Bus. & Prof. Code § 17200 *et seq*;
- 6 2. Failure to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197
7 & 1197.1;
- 8 3. Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 *et seq*;
- 9 4. Failure to provide required meal periods in violation of Cal. Lab. Code §§
10 226.7 & 512 and the applicable IWC Wage Order;
- 11 5. Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7
12 & 512 and the applicable IWC Wage Order;
- 13 6. Failure to provide accurate itemized statements in violation of Cal. Lab. Code
14 § 226;
- 15 7. Failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202
16 and 203;
- 17 8. Failure to reimburse employees for required expenses in violation of Cal. Lab.
18 Code § 2802; and
- 19 9. Violations of the Private Attorneys General Act Cal. Lab. Code § 2698 *et seq*.
- 20 C. On May 6, 2022, Plaintiff served an amended PAGA notice to the LWDA to add
21 Defendant Prabhjot S. Randhawa as an additional Defendant who acted as Plaintiff’s
22 joint employer.
- 23 D. On May 12, 2022, Plaintiff filed a First Amended complaint for the purpose of adding
24 Defendant Randhawa as an additional Defendant in the action.
- 25 E. On August 28, 2023, Defendants Mountain Counties and Randhawa and Cross-
26 Complainant Maruti Mountain Oil, LLC filed a cross-complaint against Cross-
27 Defendant Nichole Torsey, alleging Cross-Defendant was the sole shareholder of
28

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

1 to contest certification of any class for any reason and reserve all available defenses
2 to the claims in the Action.

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

4 **III. TERMS OF AGREEMENT**

5 A. Settlement Consideration and Settlement Payments by Defendants.

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

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

1 3. Class Size. Defendants estimate that the Settlement Class was comprised of
2 343 individuals who collectively worked approximately 15,800 workweeks
3 ("Projected Workweeks") during the Class Period. One week prior to
4 Plaintiff's deadline to file her Motion for Preliminary Approval of the
5 Settlement, Defendant Mountain Counties shall confirm the number of Class
6 Members and the number of Workweeks via a Declaration under penalty of
7 perjury from Defendant Mountain Counties.

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

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

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

24 C. Release by the Aggrieved Employees. Upon entry of final judgment and funding of
25 the Gross Settlement Amount, in exchange for the consideration set forth in this
26 Agreement, the LWDA, the State of California, the Plaintiff and the Aggrieved
27 Employees, for themselves and their estates, trusts, attorneys, heirs, successors,
28 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

1 knowingly enters into this Settlement Agreement. Class Representative further acknowledges
2 that Class Representative later may discover facts different from or in addition to those Class
3 Representative now knows or believes to be true regarding the matters released or described
4 in this Settlement Agreement, and even so Class Representative agrees that the releases and
5 agreements contained in this Settlement Agreement shall remain effective in all respects
6 notwithstanding any later discovery of any different or additional facts. Class Representative
7 expressly assumes any and all risk of any mistake in connection with the true facts involved
8 in the matters, disputes, or controversies released or described in this Settlement Agreement
9 or with regard to any facts now unknown to Class Representative relating thereto.

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

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

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

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

4 4. Defendants fully fund the Gross Settlement Amount.

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

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

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

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

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

26 H. In the event that Defendants fail to fully fund the Gross Settlement Amount, the
27 Settlement Administrator will provide notice to Class Counsel and Defendants'
28 counsel within three (3) business days of the missed payment. Thereafter, any

1 defaulting defendants will have seven (7) business days to cure the default and tender
2 payment to the Settlement Administrator. In the event any defaulting defendants fail
3 to cure the default within the times set forth herein, Plaintiff may elect to enter
4 judgment against any defaulting defendants, on an ex parte basis, for the balance of
5 the unpaid Gross Settlement Amount to date, and Plaintiff will be entitled to recover
6 interest at ten percent (10%) per year from the due date for such payment and
7 reasonable attorneys' fees and costs.

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

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

20 K. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
21 the "acknowledging party" and each Party to this Agreement other than the
22 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
23 of this Agreement, and no written communication or disclosure between or among the
24 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
25 such communication or disclosure constitute or be construed or be relied upon as, tax
26 advice within the meaning of United States Treasury Department circular 230 (31 CFR
27 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
28 her or its own, independent legal and tax counsel for advice (including tax advice) in

1 connection with this Agreement, (b) has not entered into this Agreement based upon
2 the recommendation of any other Party or any attorney or advisor to any other Party,
3 and (c) is not entitled to rely upon any communication or disclosure by any attorney
4 or adviser to any other party to avoid any tax penalty that may be imposed on the
5 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
6 any limitation that protects the confidentiality of any such attorney's or adviser's tax
7 strategies (regardless of whether such limitation is legally binding) upon disclosure by
8 the acknowledging party of the tax treatment or tax structure of any transaction,
9 including any transaction contemplated by this Agreement.

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

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

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

8 N. Notice Procedure.

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

23 2. Notice Packets.

24 a) The Notice Packet shall contain the Notice of Class Action Settlement
25 in a form substantially similar to **Exhibit A**. The Notice of Class
26 Action Settlement shall inform Class Members and Aggrieved
27 Employees that they need not do anything in order to receive their
28 payment and to keep the Settlement Administrator apprised of any

1 changes to their mailing address. The Notice of Class Action
2 Settlement shall set forth the scope of the release. Each Notice shall
3 state the number of Workweeks and PAGA Pay Periods, if any, and
4 the estimated amount of their Individual Settlement Payment and each
5 Aggrieved Employee's individual share of the Aggrieved Employee
6 Payment, if any. The Settlement Administrator shall use the Class
7 Data to determine the number of Workweeks and PAGA Pay Periods.
8 The Notice will also advise the Aggrieved Employees that they will
9 release the Released PAGA Claims and will receive their share of the
10 Aggrieved Employee Payment regardless of whether they request to
11 be excluded from the Settlement.

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

18 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
19 Settlement Administrator will perform a search based on the National Change
20 of Address Database to update and correct any known or identifiable address
21 changes. No later than twenty-one (21) calendar days after preliminary
22 approval of the Settlement, the Settlement Administrator shall mail copies of
23 the Notice Packet to all Class Members via regular First-Class U.S. Mail. The
24 Settlement Administrator shall exercise its best judgment to determine the
25 current mailing address for each Class Member. The address identified by the
26 Settlement Administrator as the current mailing address shall be presumed to
27 be the best mailing address for each Class Member.
28

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

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

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

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

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

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

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

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

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

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

- 1 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
2 Class Data, the Settlement Administrator shall add up the total number of
3 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
4 The respective PAGA Pay Periods for each Aggrieved Employee will be
5 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
6 in the “PAGA Payment Ratio” for each Aggrieved Employee. Each
7 Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the
8 Aggrieved Employee’s Portion of the PAGA Payment, \$6,250.00 (25% of
9 \$25,000.00), to calculate each Aggrieved Employee’s estimated share of the
10 PAGA Payment.
- 11 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
12 Settlement Payments shall be allocated and treated as 15% wages (“Wage
13 Portion”) and 85% penalties and pre-judgment interest (“Penalties and Interest
14 Portion”). The Wage Portion of the Individual Settlement Payments shall be
15 reported on IRS Form W-2 and the Penalty and Interest Portions of the
16 Individual Settlement Payments shall be reported on IRS Form 1099 issued
17 by the Settlement Agreement.
- 18 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
19 Employee Payments shall be allocated and treated as 100% penalties and shall
20 be reported on IRS Form 1099.
- 21 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
22 individual shares of the PAGA Payment made to Settlement Class Members
23 and/or Aggrieved Employees under this Settlement Agreement, as well as any
24 other payments made pursuant to this Settlement Agreement, will not be
25 utilized to calculate any additional benefits under any benefit plans to which
26 any Class Members may be eligible, including, but not limited to profit-
27 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
28 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. Mailing. 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. Expiration. 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

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

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

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

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

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

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

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

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

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

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

26 N. Cooperation. The Parties and their counsel will cooperate with each other and use
27 their best efforts to implement the Settlement.
28

- 1 O. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
2 except such proceedings necessary to implement and complete the Settlement, pending
3 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 4 P. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action
5 under California Code of Civil Procedure section 664.6 to ensure the continuing
6 implementation of the provisions of this Settlement and that the time within which to
7 bring this Action to trial under California Code of Civil Procedure section 583.310
8 shall be extended from the date of signing of this Agreement by all Parties until the
9 entry of the Final Approval Order and Judgment or if not entered, the date this
10 Agreement shall not longer be of any force or effect.
- 11 Q. Amendment or Modification. This Agreement may be amended or modified only by
12 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 13 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
14 Agreement among these Parties, and no oral or written representations, warranties or
15 inducements have been made to any Party concerning this Agreement or its Exhibit
16 other than the representations, warranties and covenants contained and memorialized
17 in this Agreement and its Exhibit.
- 18 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate
20 this Agreement and to take all appropriate Action required or permitted to be taken by
21 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
22 documents required to effectuate the terms of this Agreement. The persons signing
23 this Agreement on behalf of Defendants represents and warrants that he/she is
24 authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and
25 warrants that she is authorized to sign this Agreement and that she has not assigned
26 any claim, or part of a claim, covered by this Settlement to a third-party.
- 27 T. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
28 to the benefit of, the successors or assigns of the Parties, as previously defined.

- 1 U. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
2 shall be governed by and interpreted according to the laws of the State of California.
- 3 V. Counterparts. This Agreement may be executed in one or more counterparts by
4 facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be
5 accepted as an original. All executed counterparts and each of them shall be deemed
6 to be one and the same instrument provided that counsel for the Parties to this
7 Agreement shall exchange among themselves copies or originals of the signed
8 counterparts. Any executed counterpart will be admissible in evidence to prove the
9 existence and contents of this Agreement.
- 10 W. Court Filings. The Parties shall not object to any Court filings consistent with this
11 Agreement.
- 12 X. Disputes. Any disputes between the Parties as to the remaining terms of the Settlement
13 Agreement shall be presented to the mediator Monique Ngo-Bonnici, Esq. for
14 resolution.
- 15 Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
16 is a fair, adequate and reasonable settlement of this Action and have arrived at this
17 Settlement after extensive arms-length negotiations, taking into account all relevant
18 factors, present and potential.
- 19 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
20 respect to the interpretation, implementation and enforcement of the terms of this
21 Agreement and all orders and judgments entered in connection therewith, and the
22 Parties and their counsel submit to the jurisdiction of the Court for purposes of
23 interpreting, implementing and enforcing the settlement and all orders and judgments
24 entered in connection with this Agreement.
- 25 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
26 the Court shall first attempt to construe the provisions valid to the fullest extent
27 possible consistent with applicable precedents so as to define all provisions of this
28 Agreement valid and enforceable.

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

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

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

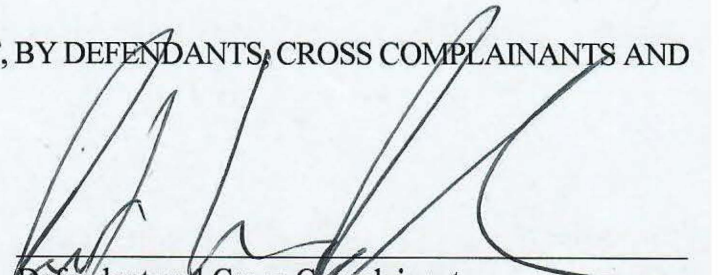
21 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

22 DATED: 03/29/2025

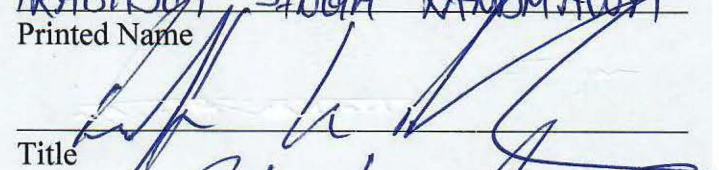
23  Serenity Jean Dewolf (Mar 29, 2025 01:34 PDT)
24 Serenity Jean Dewolf

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

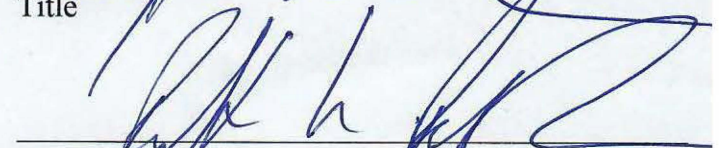
3
4 DATED: 6/23/25


Defendant and Cross-Complainant
Mountain Counties Supply Company

5
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8
9 President

PRABHJOT SINGH RANDHAWA
Printed Name

Title

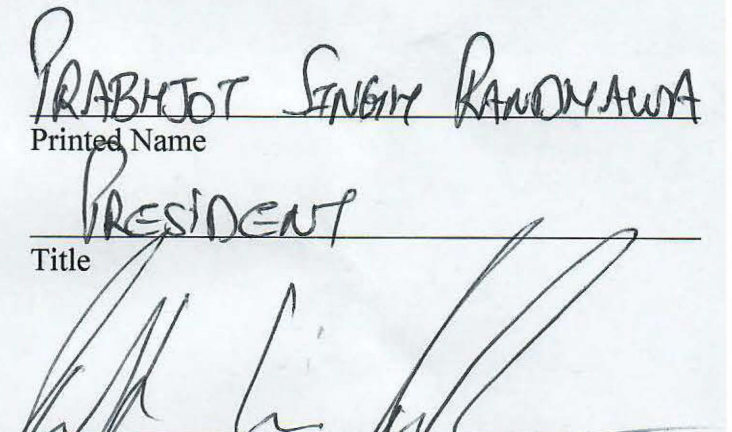
10
11
12 DATED: 6/23/25


Defendant and Cross-Complainant
Prabhjot S. Randhawa

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PRABHJOT SINGH RANDHAWA
Printed Name
PRESIDENT
Title

DATED: 6/23/25


Defendant and Cross-Complainant
Maruti Mountain Oil, LLC

PRABHJOT SINGH RANDHAWA
Printed Name
President
Title

1
2 DATED: _____

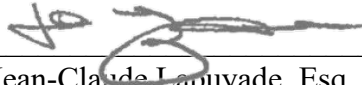
Cross-Defendant
Nichole Torsey

3
4
5 Printed Name

6
7 IT IS SO AGREED AS TO FORM BY COUNSEL:

8 DATED: 03/28/25 _____

JCL LAW FIRM, A.P.C.

9
10 
11 Jean-Claude Lapuyade, Esq.
12 Attorneys for Plaintiff and the Settlement Class
13 Members

14 DATED: 03/28/25 _____

ZAKAY LAW GROUP APLC

15 
16 Shani O. Zakay, Esq.
17 Attorneys for Plaintiff and the Settlement Class
18 Members

19 DATED: _____

SWANSON LAW OFFICE

20
21 Yue Zhao, Esq.
22 Attorneys for Defendants and Cross-Complainants

23 DATED: 6/23/2025 _____

SLOVAK BARON EMPEY MURPHY & PINKNEY,
LLP

24 
25 Quynhvi B. Sotelo, Esq.
26 Ryan A. Quadrel, Esq.
27 Attorneys for Cross-Defendant
28

1
2 DATED: 6/24/2025


Cross-Defendant

Nichole Torsey

NICHOLE TORSEY

Printed Name

6
7 IT IS SO AGREED AS TO FORM BY COUNSEL:

8
9 DATED: 03/28/25

JCL LAW FIRM, A.P.C.



Jean-Claude Lapuyade, Esq.

Attorneys for Plaintiff and the Settlement Class
Members

12
13 DATED: 03/28/25

ZAKAY LAW GROUP APLC



Shani O. Zakay, Esq.

Attorneys for Plaintiff and the Settlement Class
Members

17
18 DATED: 6/23/2025

SWANSON LAW OFFICE

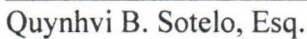


Yue Zhao, Esq.

Attorneys for Defendants and Cross-Complainants

21
22 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: \$<<[REDACTED]>>. 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

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Perssia Razma (State Bar #351398)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

jlapuyade@jcl-lawfirm.com

prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Eden Zakay (State Bar #339536)

Jaclyn Joyce (State Bar #285124)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

shani@zakaylaw.com

eden@zakaylaw.com

jaclyn@zakaylaw.com

Attorneys for Plaintiff SERENITY DEWOLF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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
COMPMTY, a California Corporation;
PRABHJOT S. RANDHAWA, an individual; and
DOES 1-50, Inclusive,

Defendants.

Case No. SCCV-CVCV-2022-329

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT

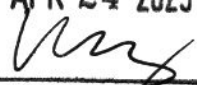
Date: April 24, 2025

Time: 9:30 a.m.

Courtroom.: 2

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SISKIYOU

APR 24 2025

BY: 

DEPUTY CLERK

ELECTRONICALLY RECEIVED
Superior Court of California,
County of Siskiyou
03/28/2025 at 06:35:20 PM
By: MICHELLE INGLE, Deputy Clerk

~~PROPOSED~~ ORDER

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:**

2 This matter having come before the Superior Court of the State of California, in and for the
3 County of Siskiyou, with the attorneys from the JCL Law Firm, APC and Zakay Law Group, APLC as
4 counsel for Plaintiff SERENITY DEWOLF ("Plaintiff"), and counsel from Swanson Law Office
5 appearing for Defendant and Cross-Complainant MOUNTAIN COUNTIES SUPPLY COMPANY
6 ("Defendant Mountain Counties"), Defendant and Cross-Complainant PRABHJOT S. RANDHAWA
7 ("Defendant Randhawa"), Defendant and Cross-Complainant MARUTI MOUNTAIN OIL, LLC
8 ("Defendant Maruti Mountain"), and Cross-Defendant NICHOLE TORSEY ("Defendant Torsey")
9 (collectively, hereinafter, "Defendants"). The Court, having carefully considered the briefs, argument
10 of counsel and all the matters presented to the Court, and good cause appearing, hereby GRANTS
11 Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement.

12 **IT IS HEREBY ORDERED:**

13 1. The Court preliminarily approves the Parties' long-form Settlement Agreement, true and
14 correct copy of the partially executed version of which is attached hereto as Exhibit "1" (the
15 "Settlement"). The basic terms of the settlement are also listed in the Parties' fully executed
16 Memorandum of Understanding ("MOU"), a true and correct copy of which is attached hereto as Exhibit
17 "2". This is based on the Court's determination that the Settlement is within the range of possible final
18 approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure and
19 California Rules of Court, rule 3.769.

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

22 3. Subject to the terms of the Settlement, the Gross Settlement Amount that Defendants shall
23 pay is Five Hundred Twenty-Five Thousand Dollars and Zero Cents (\$525,000.00). It appears to the
24 Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable as
25 to all potential Class Members when balanced against the probable outcome of further litigation relating
26 to certification, liability, and damages issues. It further appears that investigation and research have been
27 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
28 further appears to the Court that settlement at this time will avoid substantial additional costs by all

1 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
2 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
3 non-collusive arms-length negotiations.

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

10 5. The Settlement specifies for Attorneys' Fees awarded to Class Counsel in the amount of
11 up to one-third of the Gross Settlement Amount, currently estimated to be One Hundred Seventy-Five
12 Thousand Dollars and Zero Cents (\$175,000.00) **and** an award of Attorneys' Expenses not to exceed -
13 Five Dollars and Zero Cents (\$25,000.00), and proposed Service Award to the Class Representative,
14 Serenity DeWolf, in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). While
15 these awards appear to be within the range of reasonableness, the Court will not approve the Attorneys'
16 Fees, Attorneys' Expenses, or the Service Award, until the Final Approval Hearing. Class Counsel and
17 the Class Representative will be required to present evidence supporting these requests, including
18 lodestar, prior to final approval.

19 6. The Court recognizes that under the Settlement, the class would be certified for settlement
20 purposes only. Such certification will not be deemed admissible in this, or any other proceeding should
21 this Settlement not become final. For settlement purposes only, the Court conditionally certifies the
22 following Class:

23 All non-exempt employees who are or previously were employed by
24 Mountain Counties Supply or Prabhjot S. or Maruti Mountain Oil, LLC or
25 Nichole Torsey and performed work in California during the period from
26 April 1, 2018, through the date on which 15,800 workweeks have been
27 reached.

28 ///

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

11 8. The Court provisionally appoints plaintiff Serenity DeWolf as the representative of the
12 Class Members.

13 9. The Court provisionally appoints the attorneys of the JCL LAW FIRM, APC, and of
14 ZAKAY LAW GROUP, APLC, as Class Counsel for the Class Members.

15 10. The Court hereby approves, as to form and content, the proposed Notice Packet attached
16 to Exhibit 1 as **Exhibit "A"**. The Court finds that the Notice Packet appears to fully, and accurately
17 inform the Class Members of all material elements of the proposed Settlement, including Class
18 Members' right to be excluded from the Class by submitting a written request for exclusion, and of each
19 Class Member's right and opportunity to object to the Settlement. The Court further finds that the
20 distribution of the Notice Packet substantially in the manner and form set forth in the Settlement and
21 this Order meets the requirements of due process, is the most reasonable notice under the circumstances,
22 and shall constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing
23 of the Notice Packet by first class mail, pursuant to the terms set forth in the Settlement.

24 11. The Court hereby appoints Apex Class Action LLC as Settlement Administrator. Within
25 ten (10) business days of this order, Defendants shall provide, to the Settlement Administrator the Class
26 Data, including information regarding Class Members that Defendants will in good faith compile from
27 their records, including each Settlement Class Member's full name; last known address; Social Security
28 Number; start dates and end dates of employment. No later than twenty-one (21) calendar days after the

entry of this order, the Settlement Administrator shall mail the Notice Packet to all identified, potential Class Members via first class U.S. Mail using the most current mailing address information available.

12. The Court hereby preliminarily approves the proposed procedure for exclusion from the Settlement of the Released Claims. Any Class Member may individually choose to opt out of and be excluded from the Settlement of the Released Claims as provided in the Notice Packet by following the instructions for requesting exclusion from the Settlement of the Released Claims that are set forth in the Notice. All requests for exclusion must be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the date the Notice Packet is mailed to the Class Members or, in the case of a re-mailed Notice, not more than fifteen (15) calendar days after the original Response Deadline. Any such person who chooses to opt out of and be excluded from the Settlement of the Released Claims will not be entitled to an Individual Settlement Payment under the Settlement and will not be bound by the Settlement, or have any right to object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Settlement and Judgment. A request for exclusion may only opt out that particular individual, and any attempt to affect an opt-out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

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

14. A final approval hearing shall be held before this Court on Oct 23, 2025 at 9:30 AM in Department 2 of the Siskiyou County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement is fair, adequate and reasonable and should be finally approved by the Court; whether an Order Granting Final Approval should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve the Attorneys' Fees, Attorneys' Expenses, Service Award, the PAGA

1 Payment, and the Claims Administration Expenses. All papers in support of the motion for final
2 approval and the motion for Attorneys' Fees, Attorneys' Expenses and Service Award shall be filed with
3 the Court and served on all counsel no later than sixteen (16) court days before the hearing.

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

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

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

24 IT IS SO ORDERED.

25
26 Dated: 4-24-25

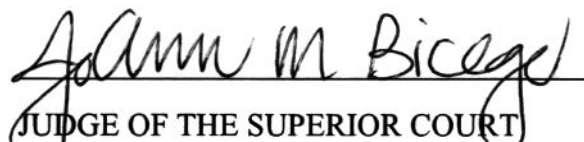

JUDGE OF THE SUPERIOR COURT

EXHIBIT 1

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Perssia Razma (State Bar #351398)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

jlapuyade@jcl-lawfirm.com

prazma@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Eden Zakay (State Bar #339536)

Jaclyn Joyce (State Bar #285124)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

shani@zakaylaw.com

eden@zakaylaw.com

jaclyn@zakaylaw.com

Attorneys for Plaintiff

[Additional Counsel on Next Page]

**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**

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

4 Cross-Complainants,

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

7 Cross-Defendants.
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ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com

Attorneys for Plaintiff

Mark Vegh, Esq.
Kat Zhao, Esq.
Swanson Law Office
2515 Park Marina Drive, Suite 102
Redding, CA 96001
T: 530-225-8773
markvegh@jswansonlaw.com
kat@jswansonlaw.com

Attorneys for Defendant

Quynhvi B. Sotelo, Esq.
Ryan A. Quadrel, Esq.
Slovak Baron Empey Murphy & Pinkney LLP
1800 East Tahquitz Canyon Way
Palm Springs, CA 92262
sotelo@sbemp.com
quadrel@sbemp.com

Attorneys for Cross-Defendant

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

9 **I. DEFINITIONS**

- 10 A. "Action" shall mean the putative class and PAGA action lawsuit titled *Dewolf v.*
11 *Mountain Counties Supply Company, et al.*, Siskiyou Superior Court, Case No.
12 CVCV 22-329, filed April 1, 2022.
- 13 B. "Agreement" or "Settlement Agreement" means this CLASS ACTION AND PAGA
14 SETTLEMENT AND RELEASE OF CLAIMS.
- 15 C. "Aggrieved Employees" means all non-exempt employees who are or previously
16 were employed by Defendant and Cross-Complainant Mountain Counties Supply
17 Company ("Defendant Mountain Counties"), Defendant and Cross-Complainant
18 Prabhjot S. Randhawa ("Defendant Randhawa"), Defendant and Cross-Complainant
19 Maruti Mountain Oil, LLC ("Defendant Maruti Mountain"), or Cross-Defendant
20 Nichole Torsey ("Defendant Torsey") (collectively, "Defendants") and performed
21 work in California during the period from January 24, 2021, through the date in which
22 15,800 workweeks are reached.
- 23 D. "Attorneys' Expenses" means the award of expenses that the Court authorizes to be
24 paid to Class Counsel for the actual costs they have incurred of up to \$30,000.
- 25 E. "Attorneys' Fees" means the award of fees that the Court authorizes to be paid to
26 Class Counsel for the services they have rendered to Plaintiff and the Settlement
27 Class in the Action, currently not to exceed one-third of the Gross Settlement
28 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(I). 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.

- 1 Z. “Parties” means Plaintiff and Defendants, collectively, and “Party” shall mean either
2 Plaintiff or Defendants, individually.
- 3 AA. “Payment Ratio” means the respective Workweeks for each Class Member divided
4 by the sum total of Workweeks for all Class Members.
- 5 BB. “Plaintiff” shall mean Serenity Jean Dewolf.
- 6 CC. “QSF” means the Qualified Settlement Fund established, designated, and maintained
7 by the Settlement Administrator to fund the Gross Settlement Amount.
- 8 DD. “Released Class Claims” shall mean the release from the Class Members, on behalf
9 of themselves and their respective former and present representatives, agents,
10 attorneys, heirs, administrators, successors, and assigns, of all class claims alleged, or
11 reasonably could have been alleged based on the facts alleged, in the operative
12 complaint in the *Dewolf v. Mountain Counties Supply Company, et al.*, Action (Case
13 No. CVCV 22-329) action which occurred during the Class Period, and expressly
14 excluding all other claims, including claims for vested benefits, wrongful termination,
15 unemployment insurance, disability, social security, workers’ compensation, and
16 class claims outside of the Class Period.
- 17 EE. “Released PAGA Claims” shall mean the release from the LWDA and the Aggrieved
18 Employees, on behalf of themselves and their respective former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, of
20 the PAGA Class Members of all PAGA claims alleged in the operative complaint in
21 the *Dewolf v. Mountain Counties Supply Company, et al.*, Action (Case No. CVCV
22 22-329) matter and Plaintiff’s PAGA notice to the LWDA which occurred during the
23 PAGA Period, and expressly excluding all other claims, including claims for vested
24 benefits, wrongful termination, unemployment insurance, disability, social security,
25 workers’ compensation, and PAGA claims outside of the PAGA Period.
- 26 FF. “Released Parties” shall mean Defendants and any of their past, present, and future
27 direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well
28 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. RECITALS

- 1 A. On January 24, 2022, Plaintiff filed a Notice of Violations with the Labor and
2 Workforce Development Agency ("LWDA") and served the same on Defendant
3 Mountain Counties.
- 4 B. On April 1, 2022, Plaintiff filed a Class Action, alleging claims for:
- 5 1. Unfair competition in violation of Cal. Bus. & Prof. Code § 17200 *et seq*;
- 6 2. Failure to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197
7 & 1197.1;
- 8 3. Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 *et seq*;
- 9 4. Failure to provide required meal periods in violation of Cal. Lab. Code §§
10 226.7 & 512 and the applicable IWC Wage Order;
- 11 5. Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7
12 & 512 and the applicable IWC Wage Order;
- 13 6. Failure to provide accurate itemized statements in violation of Cal. Lab. Code
14 § 226;
- 15 7. Failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202
16 and 203;
- 17 8. Failure to reimburse employees for required expenses in violation of Cal. Lab.
18 Code § 2802; and
- 19 9. Violations of the Private Attorneys General Act Cal. Lab. Code § 2698 *et seq*.
- 20 C. On May 6, 2022, Plaintiff served an amended PAGA notice to the LWDA to add
21 Defendant Prabhjot S. Randhawa as an additional Defendant who acted as Plaintiff's
22 joint employer.
- 23 D. On May 12, 2022, Plaintiff filed a First Amended complaint for the purpose of adding
24 Defendant Randhawa as an additional Defendant in the action.
- 25 E. On August 28, 2023, Defendants Mountain Counties and Randhawa and Cross-
26 Complainant Maruti Mountain Oil, LLC filed a cross-complaint against Cross-
27 Defendant Nichole Torsey, alleging Cross-Defendant was the sole shareholder of
28

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

1 to contest certification of any class for any reason and reserve all available defenses
2 to the claims in the Action.

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

4 **III. TERMS OF AGREEMENT**

5 A. Settlement Consideration and Settlement Payments by Defendants.

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

16 2. Apportionment of Gross Settlement Amount – Defendants agree that the
17 Gross Settlement Amount shall be apportioned as follows: (a) \$275,000 to be
18 paid by Defendant Mountain Counties, Defendant Prabhjot S. Randhawa and
19 Defendant Maruti Mountain, jointly and severally, representing the PAGA
20 Payment plus 50% of the Gross Settlement Amount less the PAGA Payment;
21 and (b) \$250,000 to be paid by Defendant Torsey, representing 50% of the
22 Gross Settlement Amount less the PAGA Payment. The Parties acknowledge
23 and agree that Defendant Mountain Counties, Defendant Prabhjot S.
24 Randhawa and Defendant Maruti Mountain expressly waive and release all
25 rights and remedies in equity and law to seek indemnity from Defendant
26 Torsey in excess of Defendant Torsey's responsibility to fund the Gross
27 Settlement Amount with the sum of \$250,000.
28

1 3. Class Size. Defendants estimate that the Settlement Class was comprised of
2 343 individuals who collectively worked approximately 15,800 workweeks
3 ("Projected Workweeks") during the Class Period. One week prior to
4 Plaintiff's deadline to file her Motion for Preliminary Approval of the
5 Settlement, Defendant Mountain Counties shall confirm the number of Class
6 Members and the number of Workweeks via a Declaration under penalty of
7 perjury from Defendant Mountain Counties.

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

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

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

24 C. Release by the Aggrieved Employees. Upon entry of final judgment and funding of
25 the Gross Settlement Amount, in exchange for the consideration set forth in this
26 Agreement, the LWDA, the State of California, the Plaintiff and the Aggrieved
27 Employees, for themselves and their estates, trusts, attorneys, heirs, successors,
28 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

1 knowingly enters into this Settlement Agreement. Class Representative further acknowledges
2 that Class Representative later may discover facts different from or in addition to those Class
3 Representative now knows or believes to be true regarding the matters released or described
4 in this Settlement Agreement, and even so Class Representative agrees that the releases and
5 agreements contained in this Settlement Agreement shall remain effective in all respects
6 notwithstanding any later discovery of any different or additional facts. Class Representative
7 expressly assumes any and all risk of any mistake in connection with the true facts involved
8 in the matters, disputes, or controversies released or described in this Settlement Agreement
9 or with regard to any facts now unknown to Class Representative relating thereto.

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

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

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

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

4 4. Defendants fully fund the Gross Settlement Amount.

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

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

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

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

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

26 H. In the event that Defendants fail to fully fund the Gross Settlement Amount, the
27 Settlement Administrator will provide notice to Class Counsel and Defendants'
28 counsel within three (3) business days of the missed payment. Thereafter, any

1 defaulting defendants will have seven (7) business days to cure the default and tender
2 payment to the Settlement Administrator. In the event any defaulting defendants fail
3 to cure the default within the times set forth herein, Plaintiff may elect to enter
4 judgment against any defaulting defendants, on an ex parte basis, for the balance of
5 the unpaid Gross Settlement Amount to date, and Plaintiff will be entitled to recover
6 interest at ten percent (10%) per year from the due date for such payment and
7 reasonable attorneys' fees and costs.

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

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

20 K. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
21 the "acknowledging party" and each Party to this Agreement other than the
22 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
23 of this Agreement, and no written communication or disclosure between or among the
24 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
25 such communication or disclosure constitute or be construed or be relied upon as, tax
26 advice within the meaning of United States Treasury Department circular 230 (31 CFR
27 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
28 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

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

8 N. Notice Procedure.

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

23 2. Notice Packets.

24 a) The Notice Packet shall contain the Notice of Class Action Settlement
25 in a form substantially similar to **Exhibit A**. The Notice of Class
26 Action Settlement shall inform Class Members and Aggrieved
27 Employees that they need not do anything in order to receive their
28 payment and to keep the Settlement Administrator apprised of any

1 changes to their mailing address. The Notice of Class Action
2 Settlement shall set forth the scope of the release. Each Notice shall
3 state the number of Workweeks and PAGA Pay Periods, if any, and
4 the estimated amount of their Individual Settlement Payment and each
5 Aggrieved Employee's individual share of the Aggrieved Employee
6 Payment, if any. The Settlement Administrator shall use the Class
7 Data to determine the number of Workweeks and PAGA Pay Periods.
8 The Notice will also advise the Aggrieved Employees that they will
9 release the Released PAGA Claims and will receive their share of the
10 Aggrieved Employee Payment regardless of whether they request to
11 be excluded from the Settlement.

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

18 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
19 Settlement Administrator will perform a search based on the National Change
20 of Address Database to update and correct any known or identifiable address
21 changes. No later than twenty-one (21) calendar days after preliminary
22 approval of the Settlement, the Settlement Administrator shall mail copies of
23 the Notice Packet to all Class Members via regular First-Class U.S. Mail. The
24 Settlement Administrator shall exercise its best judgment to determine the
25 current mailing address for each Class Member. The address identified by the
26 Settlement Administrator as the current mailing address shall be presumed to
27 be the best mailing address for each Class Member.
28

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

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

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

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

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

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

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

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

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

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

- 1 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
2 Class Data, the Settlement Administrator shall add up the total number of
3 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
4 The respective PAGA Pay Periods for each Aggrieved Employee will be
5 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
6 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
7 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
8 Aggrieved Employee's Portion of the PAGA Payment, \$6,250.00 (25% of
9 \$25,000.00), to calculate each Aggrieved Employee's estimated share of the
10 PAGA Payment.
- 11 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
12 Settlement Payments shall be allocated and treated as 15% wages ("Wage
13 Portion") and 85% penalties and pre-judgment interest ("Penalties and Interest
14 Portion"). The Wage Portion of the Individual Settlement Payments shall be
15 reported on IRS Form W-2 and the Penalty and Interest Portions of the
16 Individual Settlement Payments shall be reported on IRS Form 1099 issued
17 by the Settlement Agreement.
- 18 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
19 Employee Payments shall be allocated and treated as 100% penalties and shall
20 be reported on IRS Form 1099.
- 21 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
22 individual shares of the PAGA Payment made to Settlement Class Members
23 and/or Aggrieved Employees under this Settlement Agreement, as well as any
24 other payments made pursuant to this Settlement Agreement, will not be
25 utilized to calculate any additional benefits under any benefit plans to which
26 any Class Members may be eligible, including, but not limited to profit-
27 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
28 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. Mailing. 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. Expiration. 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

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

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

26 12. Claims Administration Expenses. The Settlement Administrator shall be paid
27 for the actual costs of administration of the Settlement from the Gross
28 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.

- 1 O. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
2 except such proceedings necessary to implement and complete the Settlement, pending
3 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.
- 4 P. Continuing Jurisdiction. The Court shall retain continuing jurisdiction over this Action
5 under California Code of Civil Procedure section 664.6 to ensure the continuing
6 implementation of the provisions of this Settlement and that the time within which to
7 bring this Action to trial under California Code of Civil Procedure section 583.310
8 shall be extended from the date of signing of this Agreement by all Parties until the
9 entry of the Final Approval Order and Judgment or if not entered, the date this
10 Agreement shall not longer be of any force or effect.
- 11 Q. Amendment or Modification. This Agreement may be amended or modified only by
12 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 13 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
14 Agreement among these Parties, and no oral or written representations, warranties or
15 inducements have been made to any Party concerning this Agreement or its Exhibit
16 other than the representations, warranties and covenants contained and memorialized
17 in this Agreement and its Exhibit.
- 18 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate
20 this Agreement and to take all appropriate Action required or permitted to be taken by
21 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
22 documents required to effectuate the terms of this Agreement. The persons signing
23 this Agreement on behalf of Defendants represents and warrants that he/she is
24 authorized to sign this Agreement on behalf of Defendants. Plaintiff represents and
25 warrants that she is authorized to sign this Agreement and that she has not assigned
26 any claim, or part of a claim, covered by this Settlement to a third-party.
- 27 T. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
28 to the benefit of, the successors or assigns of the Parties, as previously defined.

- 1 U. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
2 shall be governed by and interpreted according to the laws of the State of California.
- 3 V. Counterparts. This Agreement may be executed in one or more counterparts by
4 facsimile, electronic signature, or e-mail, for purposes of this Agreement shall be
5 accepted as an original. All executed counterparts and each of them shall be deemed
6 to be one and the same instrument provided that counsel for the Parties to this
7 Agreement shall exchange among themselves copies or originals of the signed
8 counterparts. Any executed counterpart will be admissible in evidence to prove the
9 existence and contents of this Agreement.
- 10 W. Court Filings. The Parties shall not object to any Court filings consistent with this
11 Agreement.
- 12 X. Disputes. Any disputes between the Parties as to the remaining terms of the Settlement
13 Agreement shall be presented to the mediator Monique Ngo-Bonnici, Esq. for
14 resolution.
- 15 Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
16 is a fair, adequate and reasonable settlement of this Action and have arrived at this
17 Settlement after extensive arms-length negotiations, taking into account all relevant
18 factors, present and potential.
- 19 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
20 respect to the interpretation, implementation and enforcement of the terms of this
21 Agreement and all orders and judgments entered in connection therewith, and the
22 Parties and their counsel submit to the jurisdiction of the Court for purposes of
23 interpreting, implementing and enforcing the settlement and all orders and judgments
24 entered in connection with this Agreement.
- 25 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
26 the Court shall first attempt to construe the provisions valid to the fullest extent
27 possible consistent with applicable precedents so as to define all provisions of this
28 Agreement valid and enforceable.

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

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

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

21 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:
22

23 DATED: _____

Serenity Jean Dewolf

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

3

4 DATED: _____

5

Defendant and Cross-Complainant
Mountain Counties Supply Company

6

7

8

Printed Name

9

10

Title

11

12 DATED: _____

13

Defendant and Cross-Complainant
Prabhjot S. Randhawa

14

15

16

Printed Name

17

18

Title

19

20

21 DATED: _____

22

Defendant and Cross-Complainant
Maruti Mountain Oil, LLC

23

24

25

Printed Name

26

27

Title

28

1
2 DATED: _____

Cross-Defendant
Nichole Torsey

3
4
5 Printed Name

6
7 IT IS SO AGREED AS TO FORM BY COUNSEL:

8 DATED: 03/28/25
9 _____

JCL LAW FIRM, A.P.C.

10 
11 Jean-Claude Lapuyade, Esq.
12 Attorneys for Plaintiff and the Settlement Class
13 Members

14 DATED: 03/28/25
15 _____

ZAKAY LAW GROUP APLC

16 
17 Shani O. Zakay, Esq.
18 Attorneys for Plaintiff and the Settlement Class
19 Members

20 DATED: _____
21 _____

SWANSON LAW OFFICE

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

24 DATED: _____
25 _____

SLOVAK BARON EMPEY MURPHY & PINKNEY,
26 LLP

27 Quynhvi B. Sotelo, Esq.
28 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: \$<< <u> </u> >>. 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

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 Jean Dewolf (Sep 19, 2024 12:46 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: _____

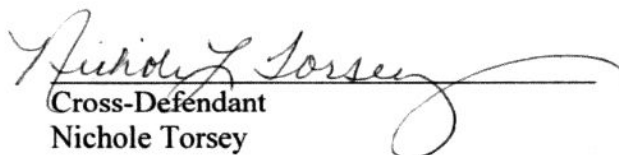
Defendant and Cross-Complainant
Maruti Mountain Oil, LLC

Dated: 9/24/2024



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

Dated: 9/10/2024



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



Thank you for your Proposed Settlement Submission

From DIR PAGA Unit <no-reply@formassembly.com>

Date Fri 3/28/2025 6:01 PM

To Allysa Castillo <acastillo@jcl-lawfirm.com>

03/28/2025 06:00:37 PM

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

Item submitted: Proposed Settlement

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://nam02.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cacastillo%40jcl-lawfirm.com%7C3ba71caf8928404e51fc08dd6e5d2aae%7C1f72d94e1dff4b9e9f45bdb37d49a25e%7C0%7C0%7C638788068620296734%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMtIsIkFOIjoiTWVpbCIsIlldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=7198m9728wtCXWKYBgyiKDVQ23oJBe39939n1W05obk%3D&reserved=0

EXHIBIT 4

EXHIBIT 5

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

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

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

Biography:

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

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

Bar Admissions:

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

Professional Associations:

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

Education:

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

Honors:

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

Perssia Razma, Esq.

California Bar Number 351398

Associate Attorney

Biography:

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

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

Education:

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

Sydney Castillo-Johnson, Esq.

California Bar Number 343881

Associate Attorney

Biography:

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

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

Education:

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

JCL Law Firm, APC - REPORTED CASES

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

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

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

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

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

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