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Attorneys for Plaintiff
TATYANA WILSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

TATYANA WILSON, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiff,

v.

SIERRA MINIT MARTS, INC., a California
corporation; DON FORRESTER, an
individual; and DOES 2-50, Inclusive,

Defendant.

Case No. VCU308861

**DECLARATION OF SHANI O. ZAKAY,
ESQ. IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT, AND APPROVAL OF
CLASS COUNSEL AWARD AND SERVICE
AWARD**

Date: October 26, 2026
Time: 8:30 a.m.

Judge: Hon. Nathan Ide
Dept.: 9

1 I, Shani O. Zakay, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge.

4 2. I am an attorney-at-law and the owner of the law firm of Zakay Law Group, APLC
5 (hereinafter “Class Counsel”). I am co-counsel of record for Plaintiff Tatyana Wilson (“Plaintiff”
6 or “Class Representative”), on behalf of herself, and on behalf of all persons similarly situated, in
7 this wage and hour class and PAGA action filed against Defendant Sierra Minit Marts, Inc. and
8 Don Forrester (collectively “Defendants”).

9 3. This declaration is being submitted in support of Plaintiff’s Motion for Final
10 Approval of Class Action and PAGA Settlement and approval of Class Counsel Award and Service
11 Award.

12 4. Attached hereto as **Exhibit “1”** is a true and correct copy of the fully executed
13 Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims, along with the
14 fully executed Addendum to Class and PAGA Action Settlement (collectively, the “Agreement”).

15 5. Attached hereto as **Exhibit “2”** is a true and correct copy of the March 2, 2026,
16 Preliminary Approval Order.

17 6. Attached hereto as **Exhibit “3”** is a true and correct copy of the Zakay Law Group,
18 APLC’s “Firm Resume” detailing the credentials and a summary of cases on which Counsel has
19 been appointed Class Counsel.

20 7. Attached hereto **Exhibit “4”** is a true and correct copy of the February 2, 2026,
21 proof of filing the proposed Settlement with the LWDA.

22 8. Attached hereto as **Exhibit “5”** is a true and correct copy of the September 29, 2026,
23 proof of filing this motion seeking final approval of this Settlement with the LWDA.

24 9. Attached hereto as **Exhibit “6”** is a true and correct copy of the Zakay Law Group,
25 APLC’s Cost Summary detailing the Zakay Law Group, APLC’s actually incurred litigation
26 expenses for this matter as of September 29, 2026. As shown in detail in the attached Cost
27 Summary, the Zakay Law Group, APLC, incurred a total of \$11,253.52 thus far in litigation costs
28 prosecuting this action, and anticipates incurring an additional \$300 to file this motion and to file

1 a compliance declaration once the funds have been disbursed. These costs are exclusive of the costs
2 incurred by co-counsel JCL Law Firm, APC.

3 10. Attached hereto as **Exhibit “7”** is a true and correct copy of the time and billing
4 journal detailing Zakay Law Group, APLC’s total hours and fees for this matter as of September
5 18, 2026. Each entry was made contemporaneously and in the ordinary course of the Zakay Law
6 Group, APLC’s usual course of business. The attached shows that the Zakay Law Group, APLC
7 billed a total of 127.5 hours for a total of \$83,502.50 in successfully litigating this action.

8 11. Attached hereto as **Exhibit “8”** is a true and correct copy of the United States Bureau of
9 Labor Statistics’ historical Consumer Price Index table for All Urban Consumers U.S. City Average,
10 obtained from the Bureau of Labor Statistics’ official website
11 (https://www.bls.gov/regions/northeast/data/consumerpriceindex_us_table.htm?utm) on September
12 16, 2026.

13 **I. INTRODUCTION**

14 12. An objective evaluation of the proposed settlement of \$750,000.00 (“Gross
15 Settlement Amount”) confirms that the relief negotiated on behalf of the Class is fair, reasonable,
16 and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations,
17 between experienced counsel, guided by the wisdom and experience of Gig Kyriacou, Esq., an
18 experienced mediator of wage and hour class and PAGA actions.

19 **II. OVERVIEW OF THE LITIGATION**

20 13. Defendant Sierra Minit Marts, Inc. operates six convenience stores in the state of
21 California, including in Tulare County, where Plaintiff worked. Defendant Forrester owned
22 Defendant Sierra Minit Marts, Inc. at the beginning of the Class Period but sold the company in
23 December of 2022. Defendant Forrester no longer holds any ownership stake in Defendant Sierra
24 Minit Marts, Inc. This action asserts claims on behalf of all current and former non-exempt
25 employees who worked for Defendants in California at any time during the Class Period. Plaintiff
26 worked for Defendants as a non-exempt employee in California from February of 2022 to May of
27 2022. At all times during her employment, Plaintiff earned an hourly wage and was entitled to
28 legally compliant meal and/or rest periods, and minimum, regular and overtime wages for all hours

1 worked. Throughout her employment, Plaintiff was subject to Defendants’ policies and
2 procedures contained in, among other documents, the Employee Handbook

3 14. Generally, Plaintiff claims that Defendants failed to pay for all time worked, failed
4 to provide compliant meal and rest periods, failed to reimburse for mandatory business expenses,
5 failed to furnish accurate itemized wage statements, failed to accurately calculate the regular rate
6 of pay, and failed to pay all wages upon separation. Defendants forcefully deny liability for each
7 of Plaintiff’s claims. Further, Defendants assert that they fully complied with all applicable
8 employment laws and raised several other significant defenses to Plaintiff’s claims, including but
9 not limited to, asserting that it maintained facially compliant meal and rest period policies, issued
10 compliant wage statements, and timely paid all wages due upon separation of employment.

11 15. On November 8, 2024, Plaintiff submitted a Notice of Violations (“PAGA Notice”)
12 with the Labor and Workforce Development Agency (“LWDA”), and served the same on
13 Defendant Sierra Minit Marts, Inc. Plaintiff’s PAGA Notice set forth the facts and theories
14 supporting Defendant Sierra Minit Marts, Inc.’s alleged violations of various provisions of the
15 California Labor Code and applicable Industrial Welfare Commissions (“IWC”) Wage Order and
16 of her intent to pursue claims under California Labor Code Private Attorneys General Act, Cal.
17 Lab. Code Sections 2698 et seq. (“PAGA”).

18 16. On May 10, 2024, Plaintiff filed a class action complaint in the Tulare Superior
19 Court, Case Number VCU308861 (“Action”). The Action alleged eight causes of action against
20 Defendant Sierra Minit Marts, Inc. for: (1) Unfair Competition in Violation of Cal. Bus. & Prof.
21 Code §§ 17200, et seq.; (2) Failure to Pay Minimum Wages in Violation Of Cal. Lab. Code §§
22 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation Of Cal. Lab. Code §§ 510,
23 et seq.; (4) Failure to Provide Required Meal Periods in Violation Of Cal. Lab. Code §§ 226.7 &
24 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation
25 Of Cal. Lab Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse
26 Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide
27 Accurate Itemized Statements in Violation Of Cal. Lab. Code § 226; and (8) Failure to Pay Wages
28 When Due in Violation Of Cal. Labor Code §§ 201, 202 and 203.

1 17. Plaintiff commenced written discovery in August of 2024. Subsequently, the Parties
2 agreed to mediate the Action. To prepare for mediation, the Parties agreed that Defendant would
3 informally produce additional documents and data points subject to the mediation privilege,
4 including but not limited to, a sample of the Class Members' time and payroll data, certain payroll
5 data points, and pertinent wage and hour policies. As discussed infra, Plaintiff's counsel retained
6 the forensic consultants at Berger Consulting Group ("BCG") to analyze Defendants' time and
7 payroll data.

8 18. On July 7, 2025, the Parties participated in a full day mediation with Gig Kyriacou,
9 Esq., an experienced mediator of wage and hour class and PAGA actions. Although the mediation
10 was unsuccessful, the Parties ultimately accepted a mediator's proposal, which was subsequently
11 memorialized in the form of a Memorandum of Understanding. Thereafter, the Parties drafted and
12 negotiated a long-form settlement agreement, which is the subject of the instant motion.

13 19. On January 16, 2026, to facilitate the Parties' settlement, the Parties stipulated to
14 allow Plaintiff to file a First Amended Complaint to add a cause of action under the PAGA, and to
15 substitute Defendant Don Forrester as Doe Defendant 1. Plaintiff's First Amended Complaint was
16 filed on January 16, 2026.

17 20. Subject to Court approval, Class Counsel shall seek a payment of attorneys' fees in
18 the amount of \$250,000.00, equal to one-third of the Gross Settlement Amount. Class Counsel is
19 to split the fees as follows: 25% to Lawyers for Justice, 37.5% to JCL Law Firm, APC, and 37.5%
20 to Zakay Law Group, APLC. Plaintiff has consented in writing to the fee split.

21 **III. THE SETTLEMENT BEFORE THE COURT**

22 21. The Settlement is fair, adequate, and reasonable to the Class and should be granted
23 final approval. Given the complexities of this case, the defenses asserted, the uncertainty of class
24 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is
25 fair, reasonable, and adequate, and should be granted final approval.

26 **IV. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

27 22. As detailed in the motion for preliminary approval, Class Counsel thoroughly
28 investigated the proposed Class Members' claims, applicable law, and potential defenses.

1 Specifically, Class Counsel assessed the value of the class claims using data and documents
2 provided by Defendants through informal discovery. Class Counsel obtained time and payroll
3 records for the Class Members, aggregate workweek and pay period data, and copies of applicable
4 handbooks and written policies containing, *inter alia*, compensation, timekeeping, and meal and
5 rest period policies. Class Counsel retained BCG to analyze Defendants' time and payroll data to
6 formulate damage models estimating Defendants' liability exposure. Class Counsel's
7 investigation, research, experience, and damage model informed and guided the mediated
8 negotiations that resulted in this settlement.

9 23. The Settlement is the product of a mediation session with a respected mediator and
10 subsequent negotiations over the terms of the Settlement. The negotiations were adversarial,
11 conducted at arms-length and tempered by the efforts of both sides to serve the interests of their
12 clients.

13 24. Class Counsel in this matter has extensive class action experience in multiple fields
14 and has represented tens-of-thousands of persons in class actions. Class Counsel's experience is
15 summarized in their concurrently filed declarations. Class Counsel has concluded the settlement
16 is fair, adequate, and reasonable and in the best interests of the Class.

17 25. My credentials are reflected in the Zakay Law Group, APLC firm resume, a true and
18 correct copy of which is attached hereto as **Exhibit 3**. Some of the major cases my firm has
19 undertaken are also set forth in **Exhibit 3**. I have had class litigation experience, mostly in the area
20 of employment class actions, unfair business practices, and other complex litigation. I have
21 experience in cases involving labor code violations and wage and hour claims. I have litigated
22 similar wage and hour cases against other employers on behalf of employees. I have been approved
23 as experienced class counsel in courts throughout California. It is this level of experience which
24 enabled my firm to undertake the instant matter and to successfully combat the resources of the
25 defendants and its capable and experienced counsel.

26 26. Although Plaintiff and Class Counsel believe that this case has merit, they recognized
27 the potential risks both sides would face if litigation of this action continued.

28 27. With respect to the most immediate challenge, i.e., class certification, the risks

1 attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-*
2 *Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and
3 remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately paying
4 overtime, and directed the trial court to enter judgement in favor of the employer. Consequently,
5 the uncertainty of obtaining certification through a contested motion is a significant risk factor
6 favoring settlement.

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

11 29. Plaintiff and Class Counsel recognize the expense and length of a trial against
12 Defendants through possible appeals which could take another three years. In arriving at their
13 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the
14 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel are also
15 mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims
16 asserted in the litigation. Moreover, post-trial motions and appeals would have been inevitable.
17 Costs would have mounted, and recovery would have been delayed if not denied, thereby reducing
18 the benefits of an ultimate victory. Plaintiff and Class Counsel believe that the Settlement confers
19 substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class
20 Representative and Class Counsel have determined that the Settlement set forth in the Agreement
21 is in the best interest of the Class, is fair, reasonable, and adequate, and should be granted final
22 approval.

23 30. The Gross Settlement Amount of \$750,000.00 in this case is fair and well within the
24 range of recognized reasonableness. As detailed at the time of preliminary approval, the Gross
25 Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being
26 settled and the various potential impediments to recovery. Class Counsel developed varied
27 economic damages models measuring Defendants' liability exposure while accounting for the
28 uncertainties of continued litigation. The various models were informed by Class Counsel's

1 investigation, including the analysis of a significant sample of time and payroll data. As detailed
2 in greater depth during the preliminary approval process, Class Counsel estimated that the Gross
3 Settlement Amount represents approximately 38% of Defendants' class-wide liability exposure.

4 **V. THE PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**
5 **ARE REASONABLE**

6 31. Here, Plaintiffs and Defendants negotiated a good faith PAGA Payment in the
7 amount of \$20,000.00 which is 2.6% of the Gross Settlement Amount. This amount falls within
8 the range of approved PAGA Payment. Sixty-Five percent (65%) of the PAGA Payment
9 (\$13,000.00) will be paid to the LWDA ("LWDA Payment") with the remaining thirty-five percent
10 (35%) of the PAGA Payment (\$7,000.00) to be distributed to the Aggrieved Employees, which is
11 within the range of PAGA Payment approved by courts and should be approved.

12 **VI. CLASS COUNSEL'S REQUEST FOR FEES AND COSTS**

13 32. As of September 18, 2026, Zakay Law Group, APLC incurred a total lodestar of
14 \$83,502.50 for 127.5 hours worked by attorneys successfully litigating this matter. I have reviewed
15 my firm's lodestar in this matter and believe the charges are reasonable and were reasonably
16 necessary to the conduct of the case. Detailed time and billing journals for the Zakay Law Group,
17 APLC are attached hereto as **Exhibit "7"**.

18 33. Additionally, the attorneys and staff at co-counsel the JCL Law Firm, APC worked
19 a total of 122 hours successfully prosecuting this action for a lodestar of \$99,490.00. A true and
20 correct copy of the JCL Law Firm, APC time and billing entries is attached to the Declaration of
21 Jean-Claude Lapuyade, Esq. filed concurrently herewith.

22 34. Collectively, Class Counsel spent a total of 249.5 hours successfully litigating this
23 matter for a total combined lodestar of \$182,992.50 and is summarized by firm below:

24

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
Zakay Law Group, APLC	127.5	\$83,502.50
JCL Law Firm, APC	122	\$99,490.00
Total	249.5	\$182,992.50

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1 35. Further, Class Counsel will be performing additional work, including finalizing the motion
2 for final approval, attending the hearing on final approval, finalizing the orders and judgment, and
3 monitoring completion of the settlement process over the course of several years.

4 36. Class Counsel undertook complex, risky, and time-consuming wage and hour litigation on a
5 contingent basis. Further, the attorneys' fees of one-third of the Gross Settlement Amount are within
6 the historically recognized range of attorneys' fees awarded in common fund class action settlements
7 – between 25% and 50% – and is supported by Class Counsel's lodestar cross-check with a
8 multiplier of 1.3. That is below the 2.13 multiplier approved by the Supreme Court in *Laffitte v.*
9 *Robert Half International, Inc.* (2016) 1 Cal.5th 480, with additional work to be performed, and well
10 below the recognized multiplier range of between 2 and 4¹. Thus, the reasonableness of the requested
11 attorneys' fees is confirmed by reference to the lodestar with a reasonable multiplier with significant
12 additional work still to be performed.

13 37. The attorneys and staff at the Zakay Law Group, APLC, have been providing extensive class
14 action services throughout state and federal courts in California for several years.

15 38. The rates charged by my firm are in line with the prevailing rates of attorneys in the local
16 legal community for similar work and, if this were a commercial matter, these are the charges that
17 would be made and presented to the client. These hourly rates have been approved by Court's
18 throughout California, including the Courts in the Superior Court of California. Finally, the
19 reasonableness of Counsel's hourly rates is further confirmed by comparing such rates with the rates
20 of comparable counsel practicing complex and class litigation as detailed in the National Law
21 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG, LLC*, 2014 U.S.
22 Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for
23 partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when
24 compared within 21 other firms practicing in the Southern District of California). This survey is
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¹ 26 See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with 2.13 multiplier); *Wershba v.*
27 *Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even
28 higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming
multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008)
(affirming multiplier of 2.53 as well within the approved range of 2 to 4).

1 useful to show that Counsel's rates are in line with the comparable rates of the defense counsel that
2 opposes these types of class claims, such as Mayer Brown. In another example, Sheppard Mullin
3 Richter & Hampton, who is opposing counsel in many cases prosecuted by Counsel charges rates
4 as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing
5 counsel in these types of cases, charges between \$900 and \$750 for partners and \$755 and \$335 for
6 associates. Thus, the rates charged by Counsel for comparable work are less than these examples
7 and are therefore undoubtedly reasonable.

8 39. The Agreement provides for payment of Class Counsel's attorneys' fees from the common
9 fund. Accordingly, it is well within the Court's discretion to award fees to Class Counsel under the
10 common fund doctrine. Class Counsel requests attorneys' fees in the amount of \$250,000.00
11 representing one-third of the Gross Settlement Amount. Class Counsel's request is consistent with
12 many fee awards in similar wage and hour class actions. Moreover, the requested attorneys' fee
13 award is in the middle of historically recognized range of attorneys' fees awarded in common fund
14 settlements.

15 40. As part of the Agreement, the parties agreed that Counsel may seek reimbursement of
16 expenses incurred as documented in Counsel's billing records as part of the award for attorneys'
17 fees and attorneys' expenses. Attached hereto as **Exhibit "6"** is a true and correct copy of the Zakay
18 Law Group, Cost Summary detailing the actually incurred litigation expenses by the Zakay Law
19 Group APLC, for this matter as of September 29, 2026. As shown in detail in the Cost Summary
20 attached as Exhibit "6", the Zakay Law Group incurred a total of \$11,253.52 in litigation costs
21 prosecuting this action, and anticipates an additional \$300 in costs to file this motion and to file a
22 subsequent compliance declaration following the disbursement of funds.

23 41. The costs incurred by co-counsel JCL Law Firm, APC are included in the declarations of
24 Jean-Claude Lapuyade, Esq., filed herewith. In total, Class Counsel has incurred a total of
25 \$20,772.36 litigating this action plus, as noted above, an anticipated \$300 in additional costs to file
26 this motion and a compliance declaration.

27 42. All of Class Counsel's out-of-pocket expenses are the types of expenses normally charged
28 to paying clients including filing fees, mediation fees, and expert costs, which were all incurred

1 during, and were necessary for the successful prosecution of, the litigation and, therefore, should be
2 reimbursed.

3 43. According to the United States Bureau of Labor Statistics, the Consumer Price Index for All
4 Urban Consumers (“CPI-U”) increased from 218.439 in June 2010 (when *Cellphone Termination*
5 *Fee Cases* was published) to 334.980 in August 2026; an increase of approximately 53 percent.
6 Thus, the \$10,000 service awards approved in *Cellphone Termination Fee Cases* in 2010 would be
7 equivalent to approximately \$15,321 in 2026 dollars. Plaintiff’s requested award of \$10,000 is
8 therefore materially below its inflation-adjusted equivalent and constitutes a conservative request in
9 view of Plaintiff’s substantial efforts, the duration of this litigation, the risks she assumed, and the
10 benefits she secured for the Settlement Class. See U.S. Bureau of Labor Statistics, Consumer Price
11 Index for All Urban Consumers (CPI-U), U.S. City Average, All Items (reflecting CPI-U of 217.965
12 in June 2010 and 333.952 in June 2026), attached as Exhibit 8.

13 44. Further, after administering notice of this settlement, not one of the 378 Settlement Class
14 Members objected to the requested Service Award. Again, the unanimous consent favors the Court’s
15 approval of the requested Class Representative Service Awards.

16 45. Equally important, the time, effort, and services provided to the Settlement Class justifies
17 the requested Service Award. Plaintiff performed her duties to the Settlement Class admirably,
18 maintaining her commitment to this case for nearly 2.5 years. Throughout that time, Plaintiff
19 worked extensively with Class Counsel through investigation and litigation. For instance, Plaintiff
20 searched, located, and produced several documents in connection with the litigation and assisted
21 Class Counsel in preparation of the complaint and mediation.

22 46. Additionally, Plaintiff remained available and responsive throughout the entire litigation to
23 address all case needs. Plaintiff willingly came forward to protect and advance the rights of the
24 Settlement Class on an important legal dispute affecting California employees. Plaintiffs assumed
25 the serious risk of liability for Defendants’ costs and potentially fees if the case was unsuccessful.
26 Nevertheless, Plaintiff knowingly and voluntarily undertook the risk to vindicate the rights of the
27 Settlement Class

1 I declare under the penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct. Executed this 29th day of September 2026, at San Diego, California.

3 **ZAKAY LAW GROUP, APLC**

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5 By: 
6 Shani O. Zakay, Esq.
7 Attorneys for PLAINTIFF
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EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff TATYANA WILSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

TATYANA WILSON, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SIERRA MINIT MARTS, INC., a California
corporation; DON FORRESTER, an
individual; and DOES 1-50, Inclusive,

Defendants.

Case No.: VCU308861

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

Action Filed: May 10, 2024

Judge: Hon. Gary Johnson

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between plaintiff TATYANA WILSON (hereinafter "Plaintiff"), on behalf of
3 herself, and on behalf of all persons similarly situated, and in her representative capacity on behalf
4 of the State of California and the Aggrieved Employees, and Defendants SIERRA MINIT MARTS,
5 INC. ("Defendant Minit Marts") and DON FORRESTER ("Defendant Forrester") (collectively,
6 "Defendants). Plaintiff and Defendants are referenced collectively herein as "the Parties".

7 **I. DEFINITIONS**

- 8 A. "Action" shall mean the putative class and representative action lawsuit designated
9 *Tatyana Wilson v. Sierra Minit Marts, Inc., et al.*, Tulare County Superior Court, Case
10 No. VCU308861.
- 11 B. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
12 Class and PAGA Action Claims and Release of Claims.
- 13 C. "Aggrieved Employees" shall mean all current and former non-exempt employees
14 who worked for Defendants in California at any time during the PAGA Period.
- 15 D. "Aggrieved Employee Payment" shall mean the thirty-five percent (35%) of the
16 PAGA Payment (\$7,000.00) that will be distributed to the Aggrieved Employees as
17 described in this Agreement.
- 18 E. "Class" or "Class Members" means all current and former non-exempt employees
19 who worked for Defendants in California at any time during the Class Period.
- 20 F. "Class Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
21 Shani Zakay of Zakay Law Group, APLC.
- 22 G. "Class Counsel Award" means the award of fees and expenses that the Court
23 authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff,
24 the Class Members, and the Aggrieved Employees in the Action, consisting of
25 attorneys' fees currently not to exceed one-third (1/3) of the Gross Settlement
26 Amount currently estimated to be \$250,000.00 out of \$750,000.00 plus actually
27 incurred costs not to exceed \$25,000.00. Attorneys' fees shall be divided between
28 Class Counsel in the following percentages: 25% to Lawyers for Justice, 37.5% to
JCL Law Firm, APC, and 37.5% to Zakay Law Group, APLC.

- 1 H. "Class Data" means information regarding Class Members that Defendants will in
2 good faith compile from its records and provide to the Settlement Administrator. It
3 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
4 Member's full name; last known address; Social Security Number; start dates and end
5 dates of employment; and any other information the Settlement Administrator deems
6 necessary to accurately calculate the number of Workweeks and Pay Periods worked
7 by each Class Member and Aggrieved Employee during the Class Period and PAGA
8 Period.
- 9 I. "Class Period" means the period from May 10, 2020, through September 7, 2025.
- 10 J. "Class Representative" shall mean Plaintiff Tatyana Wilson.
- 11 K. "Court" means the Superior Court for the State of California, County of Tulare,
12 currently presiding over the Action.
- 13 L. "Defendants" mean Defendant Sierra Minit Marts, Inc. and Defendant Don Forrester.
- 14 M. "Defense Counsel" means Jon Light, Esq., and Ryan C. Ely, Esq., of LightGabler
15 LLP; and N. Nikki Staggs, Esq., of Staggs Law, PC.
- 16 N. "Effective Date" means the date upon which: (a) the Court grants Final Approval; or
17 (b) if there are objections to the Settlement, and if an appeal, review, or writ is not
18 sought from the Final Approval, the day after the time period to appeal the Settlement
19 has expired *ie.*, sixty-five (65) days from the date the Court enters an order granting
20 final approval of the Settlement; or (c) if there are objections to the Settlement, and
21 an appeal, review, or writ is timely sought from the Final Approval, the day after the
22 Final Approval is affirmed or the appeal, review, or writ is dismissed or denied, and
23 the Final Approval Order is no longer subject to further judicial review.
- 24 O. "Funding Date" shall mean the date Defendants have fully funded the Gross
25 Settlement Amount into the QSF, which shall occur within thirty (30) calendar days
26 following the Effective Date.
- 27 P. "Gross Settlement Amount" means Seven Hundred and Fifty Thousand Dollars and
28 Zero Cents (\$750,000.00) that Defendants must pay into the QSF in connection with
this Settlement, inclusive of the sum of the Class Counsel Award, Individual

Settlement Payments, PAGA Payment, Settlement Administration Costs, and Service Award, and is **exclusive** of the employer's share of payroll tax, if any, triggered by any payment under this Settlement.

Q. "Individual Settlement Payment" 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. "LWDA Payment" shall mean the sixty-five percent (65%) of the PAGA Payment (\$13,000.00) that shall be paid to the California Labor and Workforce Development Agency ("LWDA").

S. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class Counsel Award, Service Award, PAGA Payment, and Settlement Administration Costs.

T. "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).

U. "Operative Complaint" means the First Amended Complaint that will be submitted for filing with the Court to identify Defendant Forrester as Doe 1 and add a ninth cause of action for violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*].

V. "PAGA Pay Periods" means the number of pay periods of employment during the PAGA Period that each Aggrieved Employee worked in California.

W. "PAGA Payment Ratio" means the respective pay periods during the PAGA Period for each Aggrieved Employee divided by the sum total of the pay periods for all Aggrieved Employees during the PAGA Period.

X. "PAGA Payment" shall mean Twenty Thousand Dollars (\$20,000.00) to be allocated from the Gross Settlement Amount, with thirty-five percent (35%) of the payment going to the Aggrieved Employees ("Aggrieved Employee Payment") and sixty-five percent (65%) of the payment going to the LWDA ("LWDA Payment"). The amount

of the PAGA Payment is subject to court approval pursuant to California Labor Code section 2699(l).

Y. “PAGA Period” means the period between November 8, 2023, through September 21, 2025.

Z. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*

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

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

CC. “Plaintiff” shall mean Tatyana Wilson.

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

EE. “Released Class Claims” means all causes of action and factual or legal theories that (i) were alleged in the Operative Complaint or (ii) reasonably could have been alleged based on the facts alleged in the Operative Complaint, including all of the following claims for relief: (a) failure to pay overtime wages due; (b) failure to pay all wages and minimum wages due; (c) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (d) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (e) failure to provide complete, accurate or properly formatted wage statements; (f) failure to pay all wages timely during employment; (g) failure to pay all wages timely at the time of termination; (h) unlawful direct deposit and discount of wages; (i) unlawful deductions from wages; (j) secret payment of lower wages; (k) failure to provide suitable seating; (l) failure to reimburse business expenses; (m) failure to provide notice of material terms of employment; (n) failure to provide sick day balances; (o) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (p) any other claims or penalties under the wage

1 and hour laws pleaded in the Action; and (q) all damages, penalties, interest, and other
2 amounts recoverable under said claims, causes of action, or legal theories of relief.
3 The period of the Release shall be limited to the Class Period. The res judicata effect
4 of the Judgment will be the same as that of the Release. Defendants shall be entitled
5 to a release of Released Class Claims which occurred during the Class Period only
6 during such time that the Settlement Class Member was classified as non-exempt,
7 and expressly excluding all other claims, including claims for vested benefits,
8 wrongful termination, unemployment insurance, disability, social security, workers'
9 compensation, claims while classified as exempt, and claims outside of the Covered
10 Period.

11 FF. "Released PAGA Claims" means all PAGA claims alleged in the Operative
12 Complaint in the Action and Plaintiff's PAGA Notice to the LWDA that occurred
13 during the PAGA Period, and expressly excluding all other claims, including claims
14 for vested benefits, wrongful termination, unemployment insurance, disability, social
15 security, workers' compensation, and PAGA claims outside of the PAGA Period.

16 GG. "Released Parties" shall mean Don Forrester and Sierra Minit Mart, Inc., and each of
17 their past, present and/or future, direct and/or indirect, officers, directors, members,
18 managers, exempt employees, agents, representatives, attorneys, insurers, partners,
19 investors, shareholders, administrators, parent companies, subsidiaries, affiliates,
20 divisions, predecessors, successors, assigns, and joint venturers.

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

24 II. "Service Award" means an award in the amount of \$10,000.00 or in an amount that
25 the Court authorizes to be paid to the Class Representative, in addition to her
26 Individual Settlement Payment and Aggrieved Employee Payment, in recognition of
27 her efforts and risks in assisting with the prosecution of the Action and in exchange
28 for executing a general release of claims, including a Civil Code 1542 waiver.

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

1 KK. "Settlement Administrator" means APEX Class Action, LLC, located at 18
2 Technology Drive, Suite 154, Irvine, CA 92618; Tel: (800) 355-0700. The Settlement
3 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
4 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
5 of the Gross Settlement Amount is deposited for the purpose of resolving the claims
6 of Settlement Class Members. The Settlement Administrator shall maintain the funds
7 until distribution in an account(s) segregated from the assets of Defendants and any
8 person related to Defendants. *All accrued interest shall be paid and distributed to*
9 *the Settlement Class Members as part of their respective Individual Settlement*
10 *Payment.*

11 LL. "Settlement Class" or "Settlement Class Members" means all Class Members who
12 have not submitted a timely and valid Request for Exclusion by the Response
13 Deadline as provided in this Agreement.

14 MM. "Workweeks" means any seven (7) consecutive days beginning on Sunday and ending
15 on Saturday, in which a Class Member was employed by Defendants during the Class
16 Period in California.

17 **II. RECITALS**

18 A. On November 8, 2024, Plaintiff filed a Notice of Violations with the Labor and
19 Workforce Development Agency (LWDA) and served the same on Defendant Minit
20 Marts.

21 B. On May 10, 2024, Plaintiff filed the class action lawsuit for:

- 22 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
- 23 2. Failure to pay minimum wages in violation of California Labor Code sections
24 1194, 1197 and 1197.1;
- 25 3. Failure to pay overtime wages in violation of California Labor Code sections
26 510 *et seq*;
- 27 4. Failure to provide required meal periods in violation of California Labor Code
28 sections 226.7 and 512 and the applicable IWC wage order;

1 5. Failure to provide required rest periods in violation of California Labor Code
2 sections 226.7 and 512 and the applicable IWC wage order;

3 6. Failure to reimburse employees for required expenses in violation of
4 California Labor Code section 2802;

5 7. Failure to provide accurate itemized wage statements in violation of California
6 Labor Code section 226; and

7 8. Failure to provide wages when due in violation of California Labor Code
8 sections 201, 202 and 203.

9 C. On July 7, 2025, the Parties participated in an all-day mediation presided over by Gig
10 Kyriacou, Esq., an experienced mediator of wage and hour class and PAGA actions.
11 The mediation concluded without a settlement, however, subsequent to the mediation
12 the Parties agreed to a Mediator's proposal which was memorialized in the form of a
13 Memorandum of Understanding ("MOU").

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

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

26 F. The Class Representative is represented by Class Counsel. Class Counsel investigated
27 the facts relevant to the Action, including conducting an independent investigation as
28 to the allegations, reviewing documents and information exchanged through informal
discovery, and reviewing documents and information provided by Defendants

1 pursuant to informal requests for information to prepare for mediation. Defendants
2 produced for the purpose of settlement negotiations a sampling of class employment
3 data, which Class Counsel reviewed and analyzed with the assistance of an expert.
4 Based on their own independent investigation and evaluation, Class Counsel are of
5 the opinion that the Settlement with Defendants is fair, reasonable, and adequate, and
6 is in the best interest of the Settlement Class in light of all known facts and
7 circumstances, including the risks of significant delay, defenses asserted by
8 Defendants, uncertainties regarding class certification, and numerous potential
9 appellate issues. Although they deny all liability, Defendants are agreeing to this
10 Settlement solely to avoid the inconveniences and costs of further litigation. The
11 Parties and their counsel have agreed to settle the claims on the terms set forth in this
12 Agreement.

13 G. On January 16, 2026, the Parties filed a Stipulation and [Proposed] Order for Leave
14 to File First Amended Complaint in the Action. Upon the Court signing the
15 [Proposed] Order for Leave to File the First Amended Complaint in the Action,
16 Plaintiff will file the Amended Complaint, which will become the Operative
17 Complaint, to identify Defendant Forrester and add all factual allegations, theories,
18 and claims asserted in the Action.

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

26 I. The Parties believe that the Settlement is fair, reasonable and adequate. The
27 Settlement was arrived at through arm's-length negotiations, taking into account all
28 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 fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or relating to the Action.

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

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

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendants.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendants will pay the sum of the Individual Settlement Payment, the Service Award, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement, equal to the Gross Settlement Amount of Seven Hundred and Fifty Thousand Dollars and Zero Cents (\$750,000.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendants. Other than the Defendants' share of employer payroll taxes and as provided in Section III.A.2 below, Defendants shall not be required to pay more than the Gross Settlement Amount, except as provided for herein below.

2. Class Size. Defendants represent that the Class is comprised of 339 individuals who collectively worked approximately 19,500 Workweeks during the Class Period. No later than fourteen (14) days after execution of this Agreement, Defendants will provide the Settlement Administrator with the Class Data in order to ensure the Settlement Administrator has sufficient time to prepare a declaration prior to the filing of the Motion for Preliminary Approval. In the event the number of Workweeks during the Class Period exceeds the above number by more than 10% (i.e., more than 21,450 Workweeks), the Gross Settlement Amount will be increased by the

percentage over 110% of the increased Workweeks. For example, if the total Workweeks in the Class Period are 115% of 19,500, the Gross Settlement Amount will increase by 5%.

3. Settlement Payment. Defendants shall deposit the Gross Settlement Amount into the QSF through the Settlement Administrator on or before the Funding Date. Defendant Forrester shall fund \$550,000.00 of the Gross Settlement Amount, and Defendant Minit Marts shall fund the remaining \$200,000.00.

4. Defendants shall be jointly and severally liable for payment of the full Gross Settlement Amount, such that if either Defendant fails to timely fund its portion, the other Defendant shall remain responsible for ensuring the total amount is paid in full and on time.

5. Defendants' Share of Payroll Taxes. Defendants shall remain jointly and severally liable for the employer's share of payroll taxes in addition to the Gross Settlement Amount and shall be paid together with the Gross Settlement Amount.

B. Release by Settlement Class Members. As of the Effective Date, in exchange for the consideration set forth in this Agreement, Plaintiff and the Settlement Class Members release the Released Parties from the Released Class Claims for the Class Period.

C. Release by the Aggrieved Employees. As of the Effective Date, in exchange for the consideration set forth in this Agreement, the Plaintiff, the LWDA, and the State of California release the Released Parties from the Released PAGA Claims for the PAGA Period.

D. General Release by Plaintiff. As of the Effective Date, for the consideration set forth in this Agreement, Plaintiff waives, releases, acquits and forever discharges the Released Parties from any and all claims, whether known or unknown, which exist or may exist on her behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims,

1 defamation claims, fraud claims, quantum meruit claims, and any and all claims arising
2 under any federal, state or other governmental statute, law, regulation or ordinance,
3 including, but not limited to claims for violation of the Fair Labor Standards Act, the
4 California Labor Code, the Wage Orders of California's Industrial Welfare
5 Commission, other state wage and hour laws, the Americans with Disabilities Act, the
6 Age Discrimination in Employment Act (ADEA), the Employee Retirement Income
7 Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
8 and Housing Act, the California Family Rights Act, the Family Medical Leave Act,
9 California's Whistleblower Protection Act, California Business & Professions Code
10 Section 17200 et seq., and any and all claims arising under any federal, state or other
11 governmental statute, law, regulation or ordinance. Plaintiff also waives and
12 relinquishes any and all claims, rights or benefits that she may have under California
13 Civil Code § 1542, which provides as follows:

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

20 Thus, notwithstanding the provisions of section 1542, and to implement a full and
21 complete release and discharge of the Released Parties, Plaintiff expressly
22 acknowledges this Settlement Agreement is intended to include in its effect, without
23 limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at
24 the time of signing this Settlement Agreement, and that this Settlement Agreement
25 contemplates the extinguishment of any such claims. Plaintiff warrants that Plaintiff
26 has read this Settlement Agreement, including this waiver of California Civil Code
27 section 1542, and that Plaintiff has consulted with or had the opportunity to consult
28 with counsel of Plaintiff's choosing about this Settlement Agreement and specifically
 about the waiver of section 1542, and that Plaintiff understands this Settlement

1 Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters
2 into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later may
3 discover facts different from or in addition to those Plaintiff now knows or believes to
4 be true regarding the matters released or described in this Settlement Agreement, and
5 even so Plaintiff agrees that the releases and agreements contained in this Settlement
6 Agreement shall remain effective in all respects notwithstanding any later discovery of
7 any different or additional facts. Plaintiff expressly assumes any and all risk of any
8 mistake in connection with the true facts involved in the matters, disputes, or
9 controversies released or described in this Settlement Agreement or with regard to any
10 facts now unknown to Plaintiff relating thereto.

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

- 13 1. The Court enters an order granting preliminary approval of the Settlement;
- 14 2. The Court enters an order granting final approval of the Settlement and a Final
15 Judgment;
- 16 3. If an objector appears at the final approval hearing, the time for appeal of the
17 Final Judgment and Order Granting Final Approval of Class Action
18 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
19 any appeal from the Judgment and Order Granting Final Approval of Class
20 Action Settlement; and
- 21 4. Defendants fully fund the Gross Settlement Amount.

22 F. Nullification of Settlement Agreement. If the Court does not preliminarily or finally
23 approve this Settlement Agreement, if the approval fails to become effective, or is
24 reversed, withdrawn, or modified by the Court, or in any way prevents or prohibits
25 Defendants from obtaining a complete resolution of the Released Class Claims and
26 Released PAGA Claims, or if Defendants fail to fully fund the Gross Settlement
27 Amount:

- 28 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
and shall not be admissible in any judicial, administrative or arbitral

proceeding for any purpose or with respect to any issue, substantive or procedural;

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

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

4. Any amounts deposited by Defendants into the QSF, plus any interest accrued, shall be returned to Defendants within five (5) business days of Defendants' written request for repayment upon the Settlement Administrator.

G. Failure to Fund the Gross Settlement Amount. If, after the Effective Date, Defendants fail to fully fund the Gross Settlement Amount, Plaintiff shall be entitled to all reasonable attorneys' fees, costs and interest in any proceeding to enforce the terms of this Agreement.

H. Certification of the Class. The Parties stipulate to conditional class certification of the Class for the Class Period for settlement purposes only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendants from obtaining a complete resolution of the Released Class Claims and Released PAGA Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

I. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Class Members and/or Aggrieved Employees understand and agree that they will be

1 responsible for the payment of any taxes and penalties assessed on the Individual
2 Settlement Payments and/or Aggrieved Employees PAGA Payment described and will
3 be solely responsible for any penalties or other obligations resulting from their
4 personal tax reporting of Individual Settlement Payments and/or Aggrieved
5 Employees Payment.

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

24 K. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
25 this Agreement, Plaintiff shall file with the Court a Motion for Order Granting
26 Preliminary Approval and supporting papers, which shall include this Settlement
27 Agreement. Plaintiff will provide Defendants with a draft of the Motion at least five
28 (5) business days prior to the filing of the Motion to give Defendants an opportunity
to review and comment upon the Motion.

1 L. Settlement Administrator. The Settlement Administrator shall be responsible for:
2 establishing and administering the QSF; calculating, processing and mailing payments
3 to the Class Representative, Class Counsel, LWDA, Class Members, and Aggrieved
4 Employees; printing and mailing the Notice Packets to the Class Members and
5 Aggrieved Employees as directed by the Court; receiving and reporting the objections
6 and requests for exclusion; calculating, deducting and remitting all legally required
7 taxes from Individual Settlement Payments and distributing tax forms for the Wage
8 Portion and Non-Wage Portion of the Individual Settlement Payments and/or
9 Aggrieved Employees Payment; processing and mailing tax payments to the
10 appropriate state and federal taxing authorities; providing declaration(s) as necessary
11 in support of preliminary and/or final approval of this Settlement; and other tasks as
12 the Parties mutually agree or the Court orders the Settlement Administrator to perform.
13 The Settlement Administrator shall keep the Parties timely apprised of the performance
14 of all Settlement Administrator responsibilities by among other things, sending a
15 weekly status report to the Parties' counsel stating the date of the mailing, the number
16 of Elections Not to Participate in Settlement it receives (including the numbers of valid
17 and deficient), and number of objections received.

18 M. Notice Procedure.

19 1. Class Data. No later than fourteen (14) days following the execution of this
20 Agreement, Defendants will provide the Settlement Administrator with the
21 Class Data for purposes of preparing and mailing Notice Packets to the Class
22 Members.

23 2. Notice Packets.

24 a) The Notice Packet shall contain the Notice of Class Action Settlement
25 in a form substantially similar to the form attached as **Exhibit A**. The
26 Notice of Class Action Settlement shall inform Class Members and
27 Aggrieved Employees that they need not do anything in order to
28 receive an Individual Settlement Payment and/or Aggrieved
Employees Payment and to keep the Settlement Administrator

1 apprised of their current mailing address, to which the Individual
2 Settlement Payments and/or Aggrieved Employee Payment will be
3 mailed following the Funding Date. The Notice of Class Action
4 Settlement shall set forth the release to be given by all members of the
5 Class who do not request to be excluded from the Settlement Class
6 and/or Aggrieved Employees' in exchange for an Individual
7 Settlement Payment and/or Aggrieved Employee Payment, the
8 number of Workweeks worked by each Class Member during the
9 Class Period and PAGA Period, if any, and the estimated amount of
10 their Individual Settlement Payment if they do not request to be
11 excluded from the Settlement and each Aggrieved Employee Payment,
12 if any. The Settlement Administrator shall use the Class Data to
13 determine Class Members' Workweeks and PAGA Pay Periods. The
14 Notice will also advise the Aggrieved Employees that they will release
15 the Released PAGA Claims and will receive their Aggrieved
16 Employee Payment regardless of whether they request to be excluded
17 from the Settlement.

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

24 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
25 the Settlement Administrator will perform a search based on the National
26 Change of Address Database to update and correct any known or identifiable
27 address changes. No later than fourteen (14) calendar days after the Court
28 grants preliminary approval, the Settlement Administrator shall mail copies of
the Notice Packet to all Class Members via regular First-Class U.S. Mail. The

1 Settlement Administrator shall exercise its best judgment to determine the
2 current mailing address for each Class Member. The address identified by the
3 Settlement Administrator as the current mailing address shall be presumed to
4 be the best mailing address for each Class Member.

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

21 5. Disputes Regarding Individual Settlement Payments. Class Members will
22 have the opportunity, should they disagree with Defendants' records regarding
23 the start and end dates of employment to provide documentation and/or an
24 explanation to show contrary dates. If there is a dispute, the Settlement
25 Administrator will consult with the Parties to determine whether an
26 adjustment is warranted and work in good faith to attempt to resolve the
27 dispute. If, however, the Parties and the Settlement Administrator are unable
28 to resolve the dispute to the satisfaction of the Class Member, the Court shall

1 retain jurisdiction to resolve the dispute and the Court's resolution shall be
2 binding upon the Class Member and the Parties.

3 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
4 by the Settlement Administrator concerning the administration of the
5 Settlement will be resolved by the Court under the laws of the State of
6 California. Before any such involvement of the Court, counsel for the Parties
7 will confer in good faith to resolve the disputes without the necessity of
8 involving the Court.

9 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
10 Packet shall state that Class Members who wish to exclude themselves from
11 the Settlement must submit a signed copy of the Request for Exclusion form
12 to the Settlement Administrator by the Response Deadline. A Request for
13 Exclusion form will be mailed together with the Notice Packet to all Class
14 Members. The Request for Exclusion will not be valid if it is not timely
15 submitted, if it is not signed by the Class Member, or if it does not contain the
16 name and address and last four digits of the Social Security number of the
17 Class Member. The date of the postmark on the mailing envelope or fax stamp
18 on the Request for Exclusion shall be the exclusive means used to determine
19 whether the request for exclusion was timely submitted. Any Class Member
20 who submits a timely Request for Exclusion shall be excluded from the
21 Settlement Class will not be entitled to an Individual Settlement Payment and
22 will not be otherwise bound by the terms of the Settlement or have any right
23 to object, appeal or comment thereon. However, any Class Member that
24 submits a timely Request for Exclusion that is also a member of the Aggrieved
25 Employees will still receive his/her Aggrieved Employee Payment, as
26 specified below, and in consideration, will be bound by the Release by the
27 Aggrieved Employees as set forth herein. Settlement Class Members shall be
28 bound by all terms of the Settlement and any final judgment entered in this
Action if the Settlement is approved by the Court. No later than fourteen (14)

1 calendar days after the Response Deadline, the Settlement Administrator shall
2 provide counsel for the Parties with a final list of the Class Members who have
3 timely submitted Requests for Exclusion. At no time shall any of the Parties
4 or their counsel seek to solicit or otherwise encourage members of the Class
5 to submit Requests for Exclusion from the Settlement.

6 8. Defendants' Right of Rescission. Defendants shall have the option to rescind
7 the Settlement if ten percent (10%) or more of the Class Members submit
8 timely and valid Requests for Exclusion and shall give notice to Class Counsel
9 within thirty (30) days following the end of the Response Deadline.

10 9. Objections. The Notice of Class Action Settlement contained in the Notice
11 Packet shall state that Class Members who wish to object to the Settlement
12 may submit to the Settlement Administrator a written statement of objection
13 ("Notice of Objection") by the Response Deadline. The postmark date of
14 mailing shall be deemed the exclusive means for determining that a Notice of
15 Objection was served timely. The Notice of Objection must be signed by the
16 Settlement Class Member and state: (1) the case name and number; (2) the
17 name of the Settlement Class Member; (3) the address of the Settlement Class
18 Member; (4) the last four digits of the Settlement Class Member's Social
19 Security number; (4) the basis for the objection; and (5) if the Settlement Class
20 Member intends to appear at the Final Approval/Settlement Fairness Hearing.
21 Class Members who fail to make objections in writing in the manner specified
22 above may still make their objections orally at the Final Approval/Settlement
23 Fairness Hearing with the Court's permission. Settlement Class Members will
24 have a right to appear at the Final Approval/Settlement Fairness Hearing to
25 have their objections heard by the Court. At no time shall any of the Parties
26 or their counsel seek to solicit or otherwise encourage Class Members to file
27 or serve written objections to the Settlement or appeal from the Order and
28 Final Judgment. Class Members who submit a written request for exclusion

1 may not object to the Settlement. Class Members may not object to the PAGA
2 Payment.

3 N. Funding and Allocation of the Gross Settlement Amount. Defendants are required to
4 pay the Gross Settlement Amount, plus any employer's share of payroll taxes, if any,
5 as mandated by law in the installments and within the time specified herein, by either
6 May 15, 2026, or sixty-five (65) calendar days after the date Final Approval of the
7 settlement is granted by the Court, whichever occurs later.

8 1. Individual Settlement Payments. Individual Settlement Payments shall be
9 paid from the Net Settlement Amount and shall be paid pursuant to the
10 formula set forth herein. Using the Class Data, the Settlement Administrator
11 shall add up the total number of Workweeks for all Settlement Class Members.
12 The respective Workweeks for each Settlement Class Member will be divided
13 by the total Workweeks for all Settlement Class Members, resulting in the
14 Payment Ratio for each Settlement Class Member. Each Settlement Class
15 Member's Payment Ratio will then be multiplied by the Net Settlement
16 Amount to calculate each Settlement Class Member's estimated Individual
17 Settlement Payments. Each Individual Settlement Payment will be reduced
18 by any legally mandated employee tax withholdings (e.g., employee payroll
19 taxes, etc.).

20 2. Calculation of Individual Payments to the Aggrieved Employees. Using the
21 Class Data, the Settlement Administrator shall add up the total number of
22 PAGA Pay Periods for all Aggrieved Employees during the PAGA Period.
23 The respective PAGA Pay Periods for each Aggrieved Employee will be
24 divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting
25 in the "PAGA Payment Ratio" for each Aggrieved Employee. Each
26 Aggrieved Employee's PAGA Payment Ratio will then be multiplied by the
27 Aggrieved Employee Payment to calculate each Aggrieved Employee
28 Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages (“Wage Portion”) and 80% interest, penalties, and expense reimbursements (“Non-Wage Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Non-Wage Portion of the Individual Settlement Payments shall be reported on IRS Form 1099.
4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.
5. No Credit Toward Benefit Plans. The Individual Settlement Payments and Aggrieved Employee Payment made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.
6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and Aggrieved Employee Payments 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

1 additional compensation or benefits as a result of having received the Individual
2 Settlement Payments and/or Aggrieved Employee Payment.

3 7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments
4 shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
5 and/or Aggrieved Employees' last known mailing address no later than fifteen
6 (15) calendar days after the Funding Date.

7 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
8 Employees shall remain valid and negotiable for one hundred and eighty (180)
9 days from the date of their issuance. If a Settlement Class Member and/or
10 Aggrieved Employee does not cash his or her settlement check within 90 days,
11 the Settlement Administrator will send a letter to such persons, advising that
12 the check will expire after the 180th day, and invite that Settlement Class
13 Member and/or Aggrieved Employee to request reissuance in the event the
14 check was destroyed, lost or misplaced. In the event an Individual Settlement
15 Payment and/or Aggrieved Employee Payment check has not been cashed
16 within one hundred and eighty (180) days, all funds represented by such
17 uncashed checks, plus any interest accrued thereon, shall be transmitted to the
18 Controller of the State of California to be held pursuant to the Unclaimed
19 Property Law, California Civil Code § 1500 *et seq.*, in the names and
20 corresponding amounts associated with each Class Member and/or Aggrieved
21 Employee whose check(s) are cancelled.

22 9. Service Award. In addition to the Individual Settlement Payment and
23 Aggrieved Employee Payment to be paid to Plaintiff, Plaintiff will apply to
24 the Court for an award of not more than \$10,000.00, as the Service Award.
25 Defendants will not oppose a Service Award of not more than \$10,000.00 for
26 Plaintiff. The Settlement Administrator shall pay the Service Award, either
27 in the amount stated herein if approved by the Court or some other amount as
28 approved by the Court, to Plaintiff from the Gross Settlement Amount no later
than fifteen (15) calendar days after the Funding Date. Any portion of the

1 requested Service Award that is not awarded to the Class Representative shall
2 be part of the Net Settlement Amount and shall be distributed to Settlement
3 Class Members as provided in this Agreement. The Settlement Administrator
4 shall issue an IRS Form 1099 — MISC to Plaintiff for her Service Award.
5 Plaintiff shall be solely and legally responsible to pay any and all applicable
6 taxes on her Service Award and shall hold harmless the Released Parties from
7 any claim or liability for taxes, penalties, or interest arising as a result of the
8 Service Award. The Service Award shall be in addition to Plaintiff's
9 Individual Settlement Payment as a Settlement Class Member. Approval of
10 this Settlement shall not be conditioned on Court approval of the requested
11 amount of the Service Award. If the Court reduces or does not approve the
12 requested Service Award, Plaintiff shall not have the right to revoke the
13 Settlement, and it will remain binding.

- 14 10. Class Counsel Award. Defendants understand a motion by Class Counsel for
15 a Class Counsel Award comprised of attorneys' fees not to exceed one-third
16 (1/3) of the Gross Settlement Amount currently estimated to be \$250,000.00
17 plus costs and expenses supported by declaration not to exceed Twenty-Five
18 Thousand Dollars and Zero Cents (\$25,000.00), from the Gross Settlement
19 Amount will be filed. Any portion of the requested Class Counsel Award that
20 is not awarded to Class Counsel shall be part of the Net Settlement Amount
21 and shall be distributed to Settlement Class Members as provided in this
22 Agreement. The Settlement Administrator shall allocate and pay the Class
23 Counsel Award to Class Counsel from the Gross Settlement Amount no later
24 than fifteen (15) calendar days after the Funding Date. Class Counsel shall be
25 solely and legally responsible to pay all applicable taxes on the payment made
26 pursuant to this paragraph. The Settlement Administrator shall issue an IRS
27 Form 1099 — MISC to Class Counsel for the payments made pursuant to this
28 paragraph. In the event that the Court reduces or does not approve the
requested Class Counsel Award, Plaintiff and Class Counsel shall not have

1 the right to revoke the Settlement, or to appeal such order, and the Settlement
2 will remain binding.

3 11. PAGA Payment. Twenty Thousand Dollars and Zero Cents (\$20,000.00)
4 shall be allocated from the Gross Settlement Amount for settlement of claims
5 for civil penalties under the Private Attorneys General Act of 2004 (“PAGA
6 Payment”). The Settlement Administrator shall pay sixty-five percent (65%)
7 of the PAGA Payment (\$13,000.00) to the California Labor and Workforce
8 Development Agency no later than fifteen (15) calendar days after the
9 Funding Date (“LWDA Payment”). Thirty-five percent (35%) of the PAGA
10 Payment (\$7,000.00) will be distributed to the Aggrieved Employees as
11 described in this Agreement (“Aggrieved Employee Payment”). For purposes
12 of distributing the PAGA Payment to the Aggrieved Employees, each
13 Aggrieved Employee shall receive their Aggrieved Employee Payment using
14 the PAGA Payment Ratio as defined above.

15 12. Settlement Administration Costs. The Settlement Administrator shall be paid
16 for the costs of administration of the Settlement from the Gross Settlement
17 Amount. The estimate of the Settlement Administration Costs is \$7,750.00.
18 The Settlement Administrator shall be paid the Settlement Administration
19 Costs no later than fifteen (15) calendar days after the Funding Date.

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

1 1. Declaration by Settlement Administrator. No later than fourteen (14) days
2 after the Response Deadline, the Settlement Administrator shall submit a
3 declaration in support of Plaintiff's motion for final approval of this
4 Settlement detailing the number of Notice Packets mailed and re-mailed to
5 Class Members, the number of undeliverable Notice Packets, the number of
6 timely requests for exclusion, the full names of the Class Members who
7 requested exclusion, the number of objections received, the amount of the
8 average Individual Settlement Payment, the lowest Individual Settlement
9 Payment, and highest Individual Settlement Payment, the Settlement
10 Administration Costs, and any other information as the Parties mutually agree
11 or the Court orders the Settlement Administrator to provide.

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

16 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
17 an opportunity for Counsel for Defendants to review the Motions for Preliminary and
18 Final Approval, including the Order Granting Final Approval of Class Action
19 Settlement, and Judgment before filing with the Court. The Parties and their counsel
20 will cooperate with each other and use their best efforts to affect the Court's approval
21 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
22 Judgment.

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

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

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

- 1 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
2 Agreement among these Parties, and no oral or written representations, warranties or
3 inducements have been made to any Party concerning this Agreement or its Exhibit
4 other than the representations, warranties and covenants contained and memorialized
5 in this Agreement and its Exhibit.
- 6 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
7 represent they are expressly authorized by the Parties whom they represent to negotiate
8 this Agreement and to take all appropriate Action required or permitted to be taken by
9 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
10 documents required to effectuate the terms of this Agreement. The persons signing
11 this Agreement on behalf of Defendants represent and warrant that he is authorized to
12 sign this Agreement on behalf of Defendants. Plaintiff represents and warrants that
13 she is authorized to sign this Agreement and that she has not assigned any claim, or
14 part of a claim, covered by this Settlement to a third-party.
- 15 T. No Public Comment: The Parties and their counsel agree that they will not issue any
16 press releases, initiate any contact with the press, respond to any press inquiry, or have
17 any communication with the press about the fact, amount or terms of the Settlement
18 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
19 of its terms for any marketing or promotional purposes. Nothing herein will restrict
20 Class Counsel from including publicly available information regarding this settlement
21 in future judicial submissions regarding Class Counsel's qualifications and experience.
22 Further, Class Counsel will not include, reference or use the Settlement Agreement for
23 any marketing or promotional purposes, either before or after the Motion for
24 Preliminary Approval is filed.
- 25 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
26 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 27 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
28 shall be governed by and interpreted according to the laws of the State of California.

- 1 W. Counterparts. This Agreement may be executed in one or more counterparts. All
2 executed counterparts and each of them shall be deemed to be one and the same
3 instrument provided that counsel for the Parties to this Agreement shall exchange
4 among themselves copies or originals of the signed counterparts.
- 5 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
6 is a fair, adequate and reasonable settlement of this Action and have arrived at this
7 Settlement after extensive arms-length negotiations, taking into account all relevant
8 factors, present and potential.
- 9 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
10 respect to the interpretation, implementation and enforcement of the terms of this
11 Agreement and all orders and judgments entered in connection therewith, and the
12 Parties and their counsel submit to the jurisdiction of the Court for purposes of
13 interpreting, implementing and enforcing the settlement and all orders and judgments
14 entered in connection with this Agreement.
- 15 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
16 the Court shall first attempt to construe the provisions valid to the fullest extent
17 possible consistent with applicable precedents so as to define all provisions of this
18 Agreement valid and enforceable.
- 19 AA. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
20 intend to pursue any claims against the Released Parties, including, but not limited to,
21 any and all claims relating to or arising from Plaintiff's employment with Defendants,
22 regardless of whether Class Counsel is currently aware of any facts or legal theories
23 upon which any claims or causes of action could be brought against Released Parties,
24 including those facts or legal theories alleged in the Operative Complaint in this
25 Action. The Parties further acknowledge, understand and agree that this representation
26 is essential to the Agreement and that this Agreement would not have been entered
27 into were it not for this representation.
- 28 BB. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
 certification for purposes of this settlement only.

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

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

11
12
13 DATED: 01/26/2026


Tatyana Wilson (Jan 26, 2026 20:48:52 PST)
TATYANA WILSON

14
15 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

16
17 DATED: _____

SIERRA MINIT MARTS, INC.

18
19 _____
Printed Name

20
21 _____
Title

22 DATED: _____

23 DON FORRESTER

24
25 _____
Printed Name

26
27
28

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

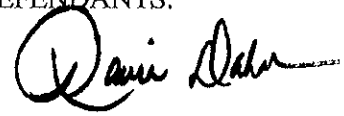
10 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

11
12
13 DATED: _____

TATYANA WILSON

14
15 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

16
17 DATED: 01/26/2026



SIERRA MINIT MARTS, INC.

RANIA DAHABREH

Printed Name

OWNER

Title

22 DATED: _____

DON FORRESTER

Printed Name

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

10 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:
11

12
13 DATED: _____

TATYANA WILSON

14
15 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

16
17 DATED: _____

SIERRA MINIT MARTS, INC.

18
19
20 Printed Name

21 Title

22 DATED: 11/26/26

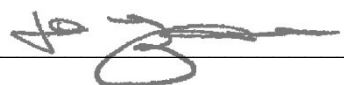
DON FORRESTER

23
24 Don Forrester
25 Printed Name
26
27
28

1 IT IS SO AGREED AS TO FORM BY COUNSEL:
2

3 DATED: January 23, 2026

JCL LAW FIRM, A.P.C.

4 By: 
5

6 Attorneys for Plaintiff and the Settlement Class
7 Members

8 DATED: January 27, 2026

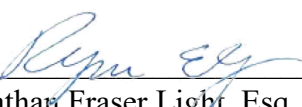
ZAKAY LAW GROUP, APLC

9 By: 
10

11 Attorneys for Plaintiff and the Settlement Class
12 Members

13 DATED: January 28, 2026

LIGHTGABLER LLP

14 By: 
15

Jonathan Fraser Light, Esq.

16 Ryan C. Ely, Esq.

17 Attorneys for Defendant Don Forrester
18
19
20
21
22
23
24
25
26
27
28

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

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eden@zakaylaw.com

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jaclyn@zakaylaw.com

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jackland@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Attorneys for Plaintiff TATYANA WILSON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF TULARE

TATYANA WILSON, an individual, on
behalf of herself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

SIERRA MINIT MARTS, INC., a California
corporation; DON FORRESTER, an
individual; and DOES 1-50, Inclusive,

Defendants.

Case No.: VCU308861

**ADDENDUM TO CLASS AND PAGA
ACTION SETTLEMENT**

Action Filed: May 10, 2024

Judge: Hon. Gary Johnson

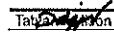
1 This Addendum to the Class and PAGA Action Settlement Agreement ("Settlement
2 Agreement") is made and entered into between Plaintiff Tatyana Wilson ("Plaintiff"), individually,
3 on behalf of herself, and on behalf of all persons similarly situated, and Defendant Sierra Minit Marts,
4 Inc., and Defendant Don Forrester (collectively "Defendants"). On March 2, 2026, the Superior
5 Court of the State of California, County of Tulare continued the hearing on Plaintiff's Motion for
6 Preliminary Approval to March 16, 2026, to address issues raised by the Court. Accordingly, the
7 following Definition, as well as the Class Notice, are modified and supersede those in the Settlement
8 Agreement, as follows.

9 **I. DEFINITIONS**

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

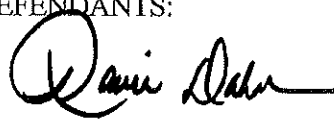
13
14 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

15
16 DATED: 03/06/2026


Tatyana Wilson (Mar 6, 2026 17:18:59 PST)
TATYANA WILSON

17
18 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

19
20 DATED: 03/09/2026


SIERRA MINIT MARTS, INC.

21 RAHIA DAHABREH
22 Printed Name

23 OWNER
24 Title

25 DATED: _____

26 DON FORRESTER

27
28 Printed Name

1 This Addendum to the Class and PAGA Action Settlement Agreement ("Settlement
2 Agreement") is made and entered into between Plaintiff Tatyana Wilson ("Plaintiff"), individually,
3 on behalf of herself, and on behalf of all persons similarly situated, and Defendant Sierra Minit Marts,
4 Inc., and Defendant Don Forrester (collectively "Defendants"). On March 2, 2026, the Superior
5 Court of the State of California, County of Tulare continued the hearing on Plaintiff's Motion for
6 Preliminary Approval to March 16, 2026, to address issues raised by the Court. Accordingly, the
7 following Definition, as well as the Class Notice, are modified and supersede those in the Settlement
8 Agreement, as follows.

9 **I. DEFINITIONS**

10 HHL "Response Deadline" means the date sixty (60) days after the Settlement Administrator
11 mails Notice Packets to Class Members and the last date on which Class Members may
12 submit requests for exclusion or objections to the Settlement.

13
14 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

15
16 DATED: _____

TATYANA WILSON

17
18 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

19
20 DATED: _____

SIERRA MINIT MARTS, INC.

21
22 Printed Name

23
24 Title

25 DATED: 3.9.26



DON FORRESTER

26
27 Don Forrester
28 Printed Name

1
2
3 IT IS SO AGREED AS TO FORM BY COUNSEL:
4

5 DATED: March 6, 2026
6

JCL LAW FIRM, APC

7 By: 
8

9 Attorneys for Plaintiff and the Settlement Class
10 Members

11 DATED: March 6, 2026
12

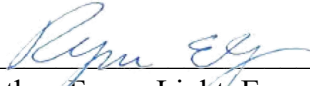
ZAKAY LAW GROUP, APLC

13 By: 
14

15 Attorneys for Plaintiff and the Settlement Class
16 Members

17 DATED: 3/4/2026
18

LIGHTGABLER LLP

19 By: 
20

Jonathan Fraser Light, Esq.

Ryan C. Ely, Esq.

21 Attorneys for Defendant Don Forrester
22
23
24
25
26
27
28

EXHIBIT 2

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF TULARE**

Wilson, Tatyana et al
Plaintiff/Petitioner,

vs.

Sierra Minit Marts, Inc.
Defendant/Respondent.

Jud. Officer: **Nathan Ide**
Clerk: **Skye Woods**
Bailiff: **Y Robles**
CSR: **Monica Jacobo**
Interpreter:
Language:

Minutes: **1) Motion Hearing Preliminary Approval
2) Case Management Conference**
Date: **March 2, 2026**

Case No. **VCU308861**
Department 07
Related Cases:

Appearances: ☐ No Appearances

☐ Party: _____

☐ Remote Appearance

☐ Party: _____

☐ Remote Appearance

☐ Party: _____

☐ Remote Appearance

☐ Other: _____

☐ Remote Appearance

☐ Court makes interpreter findings on the record pursuant to GC 68561(g)/GC 68561(f)

☐ No court reporter was available for today's proceedings. ☐ Not Reported ☐ ER Number

☒ Attorney: Jennifer Gerstenzang obo Plaintiff, via Zoom

☒ Remote Appearance

☒ Attorney: Ryan Ely obo Defendant, via Zoom

☒ Remote Appearance

☐ Attorney: _____

☐ Remote Appearance

Motion: Motion for Preliminary Approval of Class Action and PAGA Settlement

☒ Case called at 8:41 a.m.

☒ Oral argument requested by Plaintiffs' Counsel for Clarification.

☒ Comments heard from all Counsel and the Court.

ORDER: The Court adopts the Tentative Ruling as the Order of the Court as follows:

TENTATIVE RULING:

Grant motion for preliminary approval as modified herein.

1. Sufficiency of Amount of Settlement (Net Estimated: \$427,250.00)

The gross settlement amount is \$750,000. Plaintiff estimates approximately 339 proposed Class Members, providing an estimated average payout of \$1,289.82 per member.

The Class Members consist of:

“all current and former non-exempt employees who worked for Defendants Sierra Minit Marts, Inc. and Defendant Don Forrester and Defendant Forrest in California at any time between May 10, 2020, and September 7, 2025.

Plaintiff primarily alleged the following violations: : (1) Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200, et seq.; (2) Failure to Pay Minimum Wages in Violation Of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation Of Cal. Lab. Code §§ 510, et seq.; (4) Failure to Provide Required Meal Periods in Violation Of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation Of Cal. Lab Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; (7) Failure to Provide Accurate Itemized Statements in Violation Of Cal. Lab. Code § 226; (8) Failure to Pay Wages When Due in Violation Of Cal. Labor Code §§ 201, 202 and 203; and (9) PAGA.

Plaintiff provides estimates of the maximum recovery for each of the asserted wage and hour claims and penalties with information showing how the estimates were calculated including the damages models utilized. (Declaration of Zackay ¶¶ 32 – 46.) The total, reasonable projected liability as to the class claims is \$1,971,425 and as to the PAGA claims is \$884,250.00 if successful at trial.

After agreeing to participate in early mediation, Defendants informally produced time and pay records for Settlement Class members, key class data points, and other documents and information relevant to the claims alleged in advance of mediation. The parties reached the settlement after a full day mediation.

The Court finds the information provided in support of the gross settlement amount sufficient for the Court to preliminarily approve the gross settlement amount, as the settlement amount appears to be within the recognized range of reasonableness given the claims and defenses asserted in this case.

Plaintiff's deductions from the gross settlement of \$750,000 are proposed as follows:

Proposed Court Approved Attorney Fees (33.3%):	\$250,000
Proposed Attorney Costs (up to):	\$25,000
Proposed Enhancement Payment to Plaintiff :	\$10,000
Proposed Settlement Administrator Costs	\$7,750
Proposed PAGA Payment	\$20,000
Proposed Net Settlement Amount	\$427,250.00

2. Class Notice

The settlement agreement provides no claim form will be required of class members to participate in distributions. Only those wishing to object or opt out must file notice with the settlement administrator.

Objections or opt out notices are to be made within 45 days. The Court regularly approves notice periods of 60 days or longer.

The class notice period is therefore modified to Sixty (60) days.

With respect to the content of the Notice, the Court finds the Class Notice to be reasonable. It clearly provides to the class member an estimate of the settlement share the employee is to receive and provides adequate instructions for any class member to opt out of the settlement or to submit an objection.

3. Enhancement Award to Class Representative

The court preliminarily approves Plaintiff Tatyana Wilson as Class Representative for settlement purposes. The proposed enhancement award to Plaintiff is \$10,000.

The Court has, in past cases, approved enhancement awards of \$5,000.00 routinely.

Enhancement payments “are fairly typical in class action cases.” (*Cellphone Termination Fee Cases* (2010) 180 Cal.App.4th 1110, 1393.) Enhancement payments “are intended to compensate class representatives for work done on behalf of the class, to make up for financial or reputational risk undertaken in bringing the action, and, sometimes, to recognize their willingness to act as a private attorney general.” (*Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 958-959.) “[T]he rationale for making enhancement or incentive awards to named plaintiffs is that he or she should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.)

Therefore, the Court will approve a \$5,000 enhancement.

4. Attorneys’ Fees and Costs

Attorneys’ fees of 33.3% of the gross settlement fund of \$750,000 or \$250,000 and costs not to exceed \$25,000 are sought by Plaintiff’s counsel.

Counsel has utilized the percentage of common fund methodology as well as provided adequate lodestar information to evaluate the reasonableness of the fee request.

Here, Zakay Law Group, APLC indicates 104.8 hours on this case, at rates of \$800 to \$475 per hour, creating a base lodestar of \$66,857.50 (Declaration of Zakay ¶8 – Ex. 5.) Additionally, JCL Law Firm, APC has incurred 103.4 hours at rates ranging from \$850 to \$250 per hour, creating a base lodestar of \$86,800. (Declaration of Lapuyade ¶¶6, 9.)

Therefore, the combined lodestar is \$153,657.50. This would require a multiplier of 1.63.

The Court permits a maximum lodestar multiple of 1.5 in these cases. The Court has reviewed the declarations of counsel in support of what is now an additional .13 multiplier, but, in its discretion, rules that the additional .5 awarded adequately takes into account the quality of the representation, the novelty and complexity of the issues, the results obtained, and the contingent risk presented. (See *In re Vitamin Cases* (2003) 110 Cal.App.4th 1041, 1052 quoting *Thayer v. Wells Fargo Bank* (2001) 92 Cal.App.4th 819, 833) Despite any agreement by the parties to the contrary, the Court has an independent responsibility to review the attorney fee provision of the settlement agreement and award an amount that it determines to be reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 128.)

Therefore, the Court will preliminarily approve \$230,486.20 in fees.

Counsel have also provided the current costs expended in amounts of \$20,424.63 (Declaration of Zakay ¶8; Declaration of Lapuyade ¶4.) The Court preliminarily approves costs not to exceed \$25,000.

The Court further finds that Plaintiff’s counsel are experienced class action attorneys through the declarations of counsel.

5. Claims Administrator

The Court preliminarily approves Apex Class Action LLC as the claims administrator for this class action based on prior experience with this settlement administrator in other class actions litigated in this Court and declaration of Hartranft. The Court preliminarily approves administration costs not to exceed \$7,750.

6. Unclaimed Settlement Proceeds

The Court preliminarily approves the distribution of unclaimed settlement proceeds to California Controller's Office Unclaimed Property Division, with an identification of the Participating Class Member to whom the funds belong, in accordance with Code of Civil Procedure section 384.

7. Release

The Court finds the proposed release of claims reasonable under the circumstances.

8. LWDA Notice

The Court does find confirmation from the LWDA of receipt of proof of submission of the proposed settlement agreement under exhibit 2 of declaration of counsel, Shani O Zakay. (Lab. Code, § 2699, subd. (l)(2).)

Therefore, the Court finds notice was properly given.

9. Class Certification

Code of Civil Procedure section 382 permits certification "when the question is of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court." (Code Civ. Proc. § 382.) The plaintiff bears the burden of demonstrating that class certification under section 382 is proper. (See *City of San Jose v. Superior Court* (1974) 12 Cal.3d 447, 460.) To do so, "[t]he party advocating class treatment must demonstrate the existence of an ascertainable and sufficiently numerous class, a well-defined community of interest, and substantial benefits from certification that render proceeding as a class superior to the alternatives." (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.)

Here, the Motion and accompanying declarations of counsel sufficiently set forth the basis for finding the class is numerous and ascertainable as 339 employees have been identified through Defendant's employment records. Additionally, common questions of law and fact predominate within the individual causes of action based on class wide policies and procedures of Defendant. Further, that the class representative will adequately and fairly represent the Class Members and will not place their interests above any Class Member. The Class Representative was employed by Defendant during the relevant time period and thus worked under the same policies and procedures as the Class Members.

Therefore, the Court approves the following deductions from the gross settlement fund:

Plaintiff's deductions from the gross settlement of \$750,000 are preliminarily approved as follows:

Preliminarily Approved Attorney Fees (1.5 multiplier):	\$230,486.20
Preliminarily Approved Attorney Costs (up to):	\$25,000.00
Preliminarily Approved Enhancement Payment to Plaintiff :	\$5,000.00
Preliminarily Approved Settlement Administrator Costs	\$7,750.00
Preliminarily Approved PAGA Payment	\$20,000.00
Preliminarily Approved Net Settlement Amount	\$461,763.80

Therefore, the Court grants the motion, as modified herein, and orders Counsel to set a motion for final approval.

If no one requests oral argument, under Code of Civil Procedure section 1019.5(a) and California Rules of Court, rule 3.1312(a), no further written order is necessary. The minute order adopting this tentative ruling will become the order of the court and service by the clerk will constitute notice of the order.

Case Management Conference is off calendar.

EXHIBIT 3

ZAKAY LAW GROUP, APLC

3110 Camino Del Rio South, Suite 308, San Diego, CA 92108 | 619-255-9047

FIRM PRACTICE AREAS:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Court for the District of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

5. COMMUNITY SERVICE

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Spring 2016, 2018

Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

ATTORNEY JACKLAND K. HOM BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA

Associate, November 2019 – September 2020

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Activities: Academic Achievement Awards: Advanced Prosecution Function.
Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA

Bachelor of Arts: Political Science, English Literature, June 2015

Honors: Dean's List

ATTORNEY JACLYN JOYCE BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA

Attorney, June 2016 – April 2019

///

4. EDUCATION

UCLA SCHOOL OF LAW, Los Angeles, CA
Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL
Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 – present

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, August 2019 - October 2024

Gerstenzang Law, San Diego, CA
Owner and Lead Attorney, January 2015 - August 2019

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, December 2011 – January 2015

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, *cum laude*, April 2011
Area of Concentration in Criminal Prosecution and Defense Practice, with Honors

Emory University, Atlanta, GA
Bachelor of Arts: Psychology, May 2006

ATTORNEY EDEN ZAKAY BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
State of North Carolina (all courts)

///

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, January 2025 - Present

Wood, Smith, Henning & Berman LLP, Raleigh, NC

Associate, July 2022 – January 2025

San Diego Law Review, San Diego, CA

Associate, July 2019 – May 2021

4. EDUCATION

University of San Diego School of Law, San Diego, CA

Juris Doctor, April 2021

University of California San Diego, La Jolla, CA

Bachelor of Arts: Political Science, June 2017

ATTORNEY NICOLE NOURSAMADI BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

State of North Carolina (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, November 2024 - Present

4. EDUCATION

California Western School of Law, San Diego, CA

Juris Doctor, April 2024

San Diego State University, San Diego, CA

Bachelor of Arts: Political Science, June 2020

5. COMMUNITY SERVICE

COMMUNITY LAW PROJECT, San Diego, CA

Summer of 2024

Volunteer

LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

1. Arakilians v. Trophy Universal City Group

Court	Los Angeles
Case No.	20STCV05724
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

2. Cortez Ocegüera v. M & M Automotive

Court	Alameda
Case No.	HG21086853
Nature	PAGA
Status	In Litigation

3. Carbajal v. Keys Motors, Inc.

Court	Los Angeles
Case No.	20STCV49714
Nature	PAGA
Status	Settled

4. Gregory v. Verio Healthcare, Inc

Court	Los Angeles
Case No.	20STCV37254
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

5. Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

6. Williamson v. Stan Hotel

Court	Stanislaus
Case No.	CV-21-006861
Nature	Meal/Rest Break claims
Status	In Litigation

7. Hernandez v. USGI, Inc.

Court	Orange
Case No.	30-2022-01250099
Nature	Overtime and Regular Rate claims, and Meal/Rest Breaks
Status	In Litigation

8. De Jesus v. UniCare

Court	San Diego
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Case No.	37-2022-00003063-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

9. Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Overtime and Minimum Wage claims, Meal/Rest Breaks and PAGA
Status	Settled

10. Lindsay v. Denso Products (Staffmark)

Court	Riverside
Case No.	CVRI2203360
Nature	Overtime, Minimum Wage claims, and Meal/Rest Breaks
Status	Settled

11. Maheia v. Clean Earth Environmental Solutions

Court	Los Angeles
Case No.	22STCV24279
Nature	Overtime, Meal/Rest Periods, Failure to Pay PTO and PAGA
Status	Settled

12. Gray v. Sky Hotels

Court	Stanislaus
Case No.	CV-22-004004
Nature	Overtime, Minimum Wage claims, Meal/Rest Breaks, and PAGA
Status	Settled

13. Mariscal v. Janco Industries

Court	San Joaquin
Case No.	STK-CV-UOE-2022-8450
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Trudelle v. Children of the Rainbow

Court	San Diego
Case No.	37-2022-00034860
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

15. Rodriguez v. Shaxon Industries

Court	Los Angeles
Case No.	30-2022-01289124-CU-OE-CXC
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA

Status	Settled
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16. Bautista v. Xtreme Auto Collision & Glass

Court	San Diego
Case No.	37-2022-00044708-CU-OE-CTL
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

17. Miller v. Barry's Security

Court	Riverside
Case No.	CVRI2202929
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

18. Kanafani v. Mitra VI, LLC (Superstar Car Wash)

Court	San Diego
Case No.	37-2022-00044660
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

19. Maria Vazquez v. Mt. Collision

Court	Los Angeles
Case No.	22STCV34689
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	In Litigation

20. Rodriguez v. Performance Food Group

Court	Alameda
Case No.	22CV021320
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

21. Shabazz v. Mann & Company

Court	Butte
Case No.	22CV02669
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

22. Adame v. Hustead's Collision Center

Court	Alameda
Case No.	22CV018744
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	Settled

23. Monroy v. Donsuemor

Court	Alameda
Case No.	22CV011917
Nature	Minimum Wage violations, Meal/Rest Break, PAGA, Wrongful Termination
Status	Settled

24. Murbach v. Love Automotive

Court	Kern
Case No.	BCV-22-103469
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

25. Bove v. S&B Restaurant Group

Court	Los Angeles
Case No.	23STCV02528
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

26. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

27. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

28. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

29. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

30. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	Settled

31. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

32. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	Settled

33. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

34. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	Settled

35. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775

Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

38. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	Settled

39. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	Settled

40. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	Settled

41. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	Settled

42. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	Settled

43. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	Settled

44. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

45. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

46. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

47. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	Settled

48. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	Settled

49. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

52. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

53. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	Settled

54. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	Settled

55. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

56. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Settled

57. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

58. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Settled

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861

Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

61. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

62. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

63. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

64. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	Settled

65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

66. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

67. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

68. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

69. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	Settled

70. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

71. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

72. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

73. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

74. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531

Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

75. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

76. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

77. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

78. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

82. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

83. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

84. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

87. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

89. Michael Harrington v. Genesis Private Security

Court	Alameda
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Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

91. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

93. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

94. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

95. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

96. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

97. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

98. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

99. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

100. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

101. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	Settled

102. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

104. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
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Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

105. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

106. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

107. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

108. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773
Nature	Regular Rate of Pay
Status	In Litigation

109. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

110. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

112. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

113. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

116. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	Settled

117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

118. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay

Status	Settled
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120. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

121. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

122. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

123. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

126. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159
Nature	Independent Contractor Misclassification
Status	In Litigation

127. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

130. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781
Nature	Meal/Rest Breaks
Status	Settled

132. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

133. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

134. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate

Status	In Litigation
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135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

136. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086
Nature	Wage Statement
Status	Settled

138. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

139. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

141. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

142. Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

143. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127
Nature	Meal/Rest Break
Status	In Litigation

145. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock
Status	In Litigation

147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

149. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5

Status	Settled
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EXHIBIT 4

Liana Rios

From: no-reply@formassembly.com
Sent: Monday, February 2, 2026 7:01 PM
To: Liana Rios
Subject: Thank you for your Proposed Settlement Submission

02/02/2026 07:00:53 PM

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

Item submitted: Proposed Settlement

On 02/02/2026 07:00:53 PM your Proposed Settlement was successfully processed for case number LWDA-CM-1060955-24

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://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cliana%40zakaylaw.com%7Cf1687b3fff6340d0a18d08de62d087c0%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C639056844931137698%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMilslkFOljoitWFrpbClzIldUljoyfQ%3D%3D%7C0%7C%7C%7C&sdata=068NRRjnBjk%2BLJGZznX2evY3BZsM1e5BOviBI8TXep8%3D&reserved=0

EXHIBIT 5

EXHIBIT 6

Activities Export

09/29/2026

12:16 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/23/2025	\$	One Legal ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	1.00	\$21.11	-	\$21.11
01/23/2026	\$	One Legal – Order No. 27278963 ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Admin Zakay	1.00	\$22.20	-	\$22.20
02/23/2026	\$	One Legal - Order No. 27489819 ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Admin Zakay	1.00	\$22.20	-	\$22.20
03/12/2026	\$	One Legal – Order No. 27660790 ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Admin Zakay	1.00	\$22.20	-	\$22.20
04/07/2026	\$	One Legal – Order No. 27233311 ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Admin Zakay	1.00	\$43.94	-	\$43.94
01/16/2026	\$	One Legal – Stip to Amend & FAC ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Admin Zakay	1.00	\$46.46	-	\$46.46
11/08/2024	\$	PAGA/LWDA - Filing Fee ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	1.00	\$75.00	-	\$75.00
02/05/2026	\$	One Legal - Order No.27368316 ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Admin Zakay	1.00	\$85.34	-	\$85.34
04/01/2026	\$	Eve (Legal Research) - Invoice No. 20260722-1FU7BY ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Admin Zakay	1.00	\$171.81	-	\$171.81
							\$0.00 0.00h	\$11,553.52 0.00h

Activities Export

09/29/2026
12:16 PM

Date	Type	Description	Matter	User	Qty	Rate (\$) ▲	Non-billable (\$)	Billable (\$)
09/24/2026	\$	Anticipated costs through final distribution: Filing MFA & MFF Compliance Decs Close Out (Document Purchases) ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Admin Zakay	1.00	\$300.00	-	\$300.00
05/15/2024	\$	One Legal ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	1.00	\$1,495.76	-	\$1,495.76
07/11/2025	\$	Berger Consulting - Economic Data Analytics ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	1.00	\$3,622.50	-	\$3,622.50
05/22/2025	\$	Gig Kyriacou ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	1.00	\$5,625.00	-	\$5,625.00
							\$0.00 0.00h	\$11,553.52 0.00h

EXHIBIT 7

Activities Export

09/18/2026

1:42 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/08/2024		Review intake notes and research on defendant and claims. Review personnel file. Emails with team regarding case.  Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	3.50h	\$650.00	-	\$2,275.00
05/08/2024		Review the personnel file and documents from client. Review notes. Work on the complaint.  Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	4.00h	\$650.00	-	\$2,600.00
05/15/2024		Review filed documents. Review assignments and calendar dates. Discuss necessary work with the team. Instruct on service.  Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.60h	\$650.00	-	\$390.00
06/01/2024		Calendar dates  Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.10h	\$650.00	-	\$65.00
07/31/2024		Work on written discovery.  Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	1.00h	\$650.00	-	\$650.00
09/03/2024		Review M&C emails regarding mediation and mediators and discuss with team.  Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.30h	\$650.00	-	\$195.00
09/20/2024		M&C emails with OPC regarding mediators. Emails with team accordingly.  Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.50h	\$650.00	-	\$325.00
					127.50h		\$0.00 0.00h	\$83,502.50 127.50h

Activities Export

09/18/2026

1:42 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/20/2024		More M&C emails regarding mediation and mediators. Emails and discussion with team.  Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.30h	\$650.00	-	\$195.00
09/22/2024		Work on stipulation to stay and data demand  Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	2.00h	\$650.00	-	\$1,300.00
09/25/2024		Emails to coordinate mediation  Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.20h	\$650.00	-	\$130.00
10/08/2024		Work on stipulation to stay pending mediation and calendar dates.  Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.50h	\$650.00	-	\$325.00
11/07/2024		Follow up on data demand and stipulation.  Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.10h	\$650.00	-	\$65.00
11/08/2024		Work on stipulatino to stay. Emails with OC to M&C on the same.  Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.50h	\$650.00	-	\$325.00
11/13/2024		Follow up on stipulation  Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.10h	\$650.00	-	\$65.00
12/08/2024		More work on stipulation to stay  Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.30h	\$650.00	-	\$195.00
12/16/2024		Follow up on mediation data  Unbilled	91101-Wilson Tatyana Wilson v. Sierra	Shani Zakay	0.10h	\$650.00	-	\$65.00
					127.50h		\$0.00 0.00h	\$83,502.50 127.50h

Activities Export

09/18/2026

1:42 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
Minit Marts, Inc.								
12/20/2024	 	Follow up on mediation data Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.10h	\$650.00	-	\$65.00
12/29/2024	 	Follow up on data production. Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.10h	\$650.00	-	\$65.00
01/15/2025	 	M&C on data production with OC. Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.20h	\$800.00	-	\$160.00
03/17/2025	 	Review informal production from OC for mediation. Discuss with co- counsel and address sampling. Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.30h	\$800.00	-	\$240.00
05/16/2025	 	Follow up on data for mediation Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.10h	\$800.00	-	\$80.00
06/03/2025		Telephone call with client to discuss claims; discuss mediation process and settlement process; obtain information regarding potential witnesses to violations and to establish contiguity of violations post-ownership transfer 	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	1.30h	\$475.00	-	\$617.50
06/03/2025		Email to client with summary of telephone call; to record oral authority provided and confirm same	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	0.30h	\$475.00	-	\$142.50
					127.50h		\$0.00 0.00h	\$83,502.50 127.50h

Activities Export

09/18/2026

1:42 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
06/27/2025	🕒	Analyze Defendant's written policies in order in aid of liability and exposure assessment and in preparation for drafting mediation brief ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	3.70h	\$475.00	-	\$1,757.50
06/29/2025	🕒	Review expert report and data for mediation. Work on mediation brief. ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	6.00h	\$800.00	-	\$4,800.00
06/30/2025	🕒	Analyze Burger Consulting report to evaluate nature of claims and exposure in preparation for drafting mediation brief ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	1.10h	\$475.00	-	\$522.50
06/30/2025	🕒	Communicate with Berger with questions regarding report findings over Defendant's wage and time data ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	0.60h	\$475.00	-	\$285.00
07/01/2025	🕒	Outline mediation brief arguments; identify law and rulings in support of arguments ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	1.70h	\$475.00	-	\$807.50
07/02/2025	🕒	Additional communication with Berger with questions regarding report findings over Defendant's wage and time data	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	0.40h	\$475.00	-	\$190.00
					127.50h		\$0.00 0.00h	\$83,502.50 127.50h

Activities Export

09/18/2026

1:42 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
07/02/2025	🕒	Analyze Defendant's wage and time records for patterns and to understand payroll and timekeeping systems and procedures ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	1.50h	\$475.00	-	\$712.50
07/02/2025	🕒	Review Defendant's payroll records with focus on unlawful overtime practices; extract examples for use in mediation brief ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	0.70h	\$475.00	-	\$332.50
07/02/2025	🕒	Draft Mediation brief ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	7.00h	\$475.00	-	\$3,325.00
07/03/2025	🕒	Continue drafting mediation brief; revise brief in line with Berger responses to questions over report and findings; embed examples of violations in report ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	5.00h	\$475.00	-	\$2,375.00
07/07/2025	🕒	Prepare for and attend mediation ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	10.00h	\$800.00	-	\$8,000.00
07/07/2025	🕒	Prepare for and attend mediation ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	10.00h	\$475.00	-	\$4,750.00
07/08/2025	🕒	Review mediator's proposal. Discuss with team and co-counsel.	91101-Wilson Tatyana Wilson v. Sierra	Shani Zakay	2.00h	\$800.00	-	\$1,600.00
					127.50h		\$0.00	\$83,502.50
							0.00h	127.50h

Activities Export

09/18/2026

1:42 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Work on draft MOU ● Unbilled	Minit Marts, Inc.					
07/08/2025	🕒	Post-mediation telephone call with Gig Kyriacou to discuss Defendant's concerns with settlement; joint employer issues and multiple defendants to understand how to best formulate a potential settlement structure to reach resolution ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	0.70h	\$475.00	-	\$332.50
07/15/2025	🕒	Review email from mediator regarding extension and calendar dates. Work on CMS and follow up emails. ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	1.00h	\$800.00	-	\$800.00
07/15/2025	🕒	Email to Gig Kyriacou to follow-up on examples of violations provided; whether Defendant needs additional examples of Overtime and regular rate violations ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	0.20h	\$475.00	-	\$95.00
07/17/2025	🕒	Additional follow-up call with client to discuss outcome of mediation; additional evidence of violations requested by Defendant; explain ownership transfer issue and implications ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	0.50h	\$475.00	-	\$237.50
07/22/2025	🕒	Follow up on mediation. Emails and discussion with team	91101-Wilson Tatyana Wilson v. Sierra	Shani Zakay	1.00h	\$800.00	-	\$800.00
					127.50h		\$0.00	\$83,502.50
							0.00h	127.50h

Activities Export

09/18/2026

1:42 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		regarding 2nd client and issues with successor in interest to defendant. ● Unbilled	Minit Marts, Inc.					
07/27/2025	🕒	Follow up emails and calls with staff and team to discuss strategy moving forward and status of settlement negotiations. Discuss with co-counsel. ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.50h	\$800.00	-	\$400.00
07/30/2025	🕒	Review email from mediator regarding settlement and more work on MOU ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	8.00h	\$800.00	-	\$6,400.00
07/31/2025	🕒	Draft MOU to account for terms contemplated in mediator's proposal ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	1.40h	\$475.00	-	\$665.00
07/31/2025	🕒	Strategize amendment of Complaint to include additional Defendants; strategize with team as to how to draft MOU in light of the additional Defendants and need for a personal guarantee of settlement funding ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	0.30h	\$475.00	-	\$142.50
09/08/2025	🕒	Work on SAR ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	2.50h	\$800.00	-	\$2,000.00
					127.50h		\$0.00 0.00h	\$83,502.50 127.50h

Activities Export

09/18/2026

1:42 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/23/2025	 	More work on the SAR Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	1.00h	\$800.00	-	\$800.00
10/24/2025	 	Review email from lending company. Emails with team and co-counsel regarding potential issues. Discuss with client. Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	1.00h	\$800.00	-	\$800.00
11/07/2025	 	More work on SAR Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	1.00h	\$800.00	-	\$800.00
11/29/2025	 	Calendar dates. Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.10h	\$800.00	-	\$80.00
01/13/2026	 	Reviewed and edited the Settlement Agreement, stip to amend, and class notice. Emailed Counsel with redlines. Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	3.00h	\$700.00	-	\$2,100.00
01/13/2026	 	Emails with Counsel Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.50h	\$700.00	-	\$350.00
01/21/2026	 	Draft long-form settlement agreement Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Eden Zakay	7.50h	\$475.00	-	\$3,562.50
01/22/2026	 	Review file; begin drafting MPA and supporting documents Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jaclyn Joyce	2.30h	\$750.00	-	\$1,725.00
					127.50h		\$0.00 0.00h	\$83,502.50 127.50h

Activities Export

09/18/2026

1:42 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/22/2026	 	Further draft MPA and supporting documents ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jaclyn Joyce	1.90h	\$750.00	-	\$1,425.00
01/22/2026	 	correspond with co-counsel re MPA ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jaclyn Joyce	0.20h	\$750.00	-	\$150.00
01/26/2026	 	Work on the MPA ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	4.00h	\$800.00	-	\$3,200.00
02/06/2026	 	prepared for and attended CMC ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	1.00h	\$700.00	-	\$700.00
02/23/2026	 	case meeting ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
02/27/2026	 	reviewed court's tentative on MPA ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.30h	\$700.00	-	\$210.00
03/02/2026	 	attended hearing on MPA ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.50h	\$700.00	-	\$350.00
03/02/2026	 	internal emails ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.50h	\$700.00	-	\$350.00
03/02/2026	 	drafted documents in compliance with court's order. ● Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	1.00h	\$700.00	-	\$700.00
					127.50h		\$0.00 0.00h	\$83,502.50 127.50h

Activities Export

09/18/2026

1:42 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/13/2026	 	emails with counsel Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.30h	\$700.00	-	\$210.00
03/20/2026	 	emailed update to client Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.30h	\$700.00	-	\$210.00
03/30/2026	 	emails with admin Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.60h	\$700.00	-	\$420.00
04/03/2026	 	emails with oc Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
04/06/2026	 	case meeting Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
04/06/2026	 	emails with admin Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
04/13/2026	 	emails with admin Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
04/21/2026	 	drafted stipulation to continue MFA Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.50h	\$700.00	-	\$350.00
04/23/2026	 	reviewed admin timeline, preliminary calculations, and class notice. Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	1.00h	\$700.00	-	\$700.00
					127.50h		\$0.00 0.00h	\$83,502.50 127.50h

Activities Export

09/18/2026

1:42 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/24/2026	 	emailed admin with requested updates Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.40h	\$700.00	-	\$280.00
04/24/2026	 	Emails and discussion with the team regarding issues with the class notice and necessary work accordingly. Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.60h	\$800.00	-	\$480.00
04/27/2026	 	client call Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.10h	\$700.00	-	\$70.00
04/27/2026	 	emails with admin Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.40h	\$700.00	-	\$280.00
04/28/2026	 	emails with admin Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.40h	\$700.00	-	\$280.00
04/30/2026	 	email update to client Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.40h	\$700.00	-	\$280.00
06/26/2026	 	emails with admin and OC Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
06/30/2026	 	emails with admin and OC Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
07/02/2026	 	case meeting Unbilled	91101-Wilson Tatyana Wilson v. Sierra	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
					127.50h		\$0.00 0.00h	\$83,502.50 127.50h

Activities Export

09/18/2026

1:42 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
Minit Marts, Inc.								
07/03/2026	 	emails with OC and admin Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.50h	\$700.00	-	\$350.00
07/08/2026	 	Calendar dates Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Shani Zakay	0.20h	\$800.00	-	\$160.00
07/09/2026	 	email update to client Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.40h	\$700.00	-	\$280.00
09/14/2026	 	Review SAR and MPA order in preparation for drafting MFA; begin drafting MFA. Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jaclyn Joyce	3.20h	\$750.00	-	\$2,400.00
09/15/2026	 	internal emails Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
09/15/2026	 	Further draft MFA and supporting documents Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jaclyn Joyce	2.70h	\$750.00	-	\$2,025.00
09/15/2026	 	Draft notice of motion, proposed order and judgment, and other supporting documents to the MFA and MFF. Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jaclyn Joyce	1.90h	\$750.00	-	\$1,425.00
09/16/2026	 	Revise MFA and MFF, confer with co-counsel re same. Unbilled	91101-Wilson Tatyana Wilson v. Sierra Minit Marts, Inc.	Jaclyn Joyce	1.70h	\$750.00	-	\$1,275.00
					127.50h		\$0.00 0.00h	\$83,502.50 127.50h

Activities Export

09/18/2026
1:42 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/17/2026		Work on the MFA	91101-Wilson	Shani	2.00h	\$800.00	-	\$1,600.00
		Unbilled	Tatyana Wilson v. Sierra	Zakay				
			Minit Marts, Inc.					
					127.50h		\$0.00	\$83,502.50
							0.00h	127.50h

EXHIBIT 8

Databases, Tables & Calculators by Subject

 [Special Notices](#) 1/14/2026

Change Output Options:

From: 2010

To: 2026

GO

include graphs

include annual averages

[More Formatting Options](#) 

Data extracted on: September 16, 2026 (1:48:40 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Id: CUUR0000SA0,CUUS0000SA0
Not Seasonally Adjusted
Series Title: All items in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: All items
Base Period: 1982-84=100

Download:  [.xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	217.535	218.576
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	223.598	226.280
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	228.850	230.338
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.366	233.548
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.384	237.088
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	236.265	237.769
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	238.778	241.237
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	244.076	246.163
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	250.089	252.125
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	254.412	256.903
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	257.557	260.065
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	266.236	275.703
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797	288.347	296.963
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746	302.408	306.996
2024	308.417	310.326	312.332	313.548	314.069	314.175	314.540	314.796	315.301	315.664	315.493	315.605	312.145	315.233
2025	317.671	319.082	319.799	320.795	321.465	322.561	323.048	323.976	324.800	-(X)	324.122	324.054	320.229	324.000
2026	325.252	326.785	330.213	333.020	335.123	333.952	333.918	334.980					330.724	
X : Data unavailable due to the 2025 lapse in appropriations														