

MEMORANDUM OF UNDERSTANDING (Class and PAGA)

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

5. Enforceability – The Parties intend this MOU to be admissible and binding under California Code of Civil Procedure Section 664.6. The prevailing party shall be awarded costs and attorneys’ fees in enforcing this MOU.
6. Maximum Settlement Amount – Defendants shall pay out the total sum of \$525,000.00 for payment of all claims, including payment of Claims Administration Expenses; Attorneys’ Fees; Attorneys’ Expenses; Service Award, the PAGA Payment and all Class Member Settlement Payments. The Maximum Settlement Amount shall be all-in with no reversion to Defendants. The employer's share of payroll taxes shall not be paid from the Maximum Settlement Amount and shall remain the sole responsibility of Defendant Mountain Counties.
7. Apportionment of Maximum Settlement Amount – Defendants agree that the Maximum Settlement Amount shall be apportioned as follows: (a) \$275,000 to be paid by Defendant Mountain Counties, Defendant Prabhjot S. Randhawa and Defendant Maruti Mountain, jointly and severally, representing the PAGA Payment plus 50% of the Maximum Settlement Amount less the PAGA Payment; and (b) \$250,000 to be paid by Defendant Torsey, representing 50% of the Maximum Settlement Amount less the PAGA Payment. The Parties acknowledge and agree that Defendant Mountain Counties, Defendant Prabhjot S. Randhawa and Defendant Maruti Mountain expressly waive and release all rights and remedies in equity and law to seek indemnity from Defendant Torsey in excess of Defendant Torsey’s responsibility to fund the Maximum Settlement Amount with the sum of \$250,000.
8. Settlement Allocation – The Net Settlement Amount (Maximum Settlement Amount minus (a) Claims Administration Expenses; (b) Attorneys’ Fees; Attorneys’ Expenses; (c) Service

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

9. Service Award – Defendants shall not oppose a service award to Plaintiff in the amount of \$10,000.00.
10. PAGA Payment – The PAGA payment of \$25,000.00 shall be made from the Maximum Settlement Amount, with 25% of the payment going to the Aggrieved Employees and 75% of the payment going to the LWDA. The Parties acknowledge and agree that Defendant Mountain Counties, Defendant Prabhjot S. Randhawa and Defendant Maruti Mountain are exclusively responsible for funding the settlement fund with the PAGA Payment of \$25,000.00 and they expressly waive and release all rights and remedies in equity and law to seek indemnity from Defendant Torsey for the PAGA Payment.
11. Claims Administration Expenses - Claims Administrator shall be mutually agreed to by the Parties. Claims Administration Expenses shall not exceed the estimate of the Claims Administrator to administrate the settlement.

12. Workweek Information – It is estimated that there are approximately 343 Class Members who worked approximately 15,800 workweeks during the Class Period. The Parties acknowledge and agree that this data (and other information provided by Defendants for purposes of mediation) was relied on to extrapolate and reach an arms-length negotiation of Plaintiff's claims in the *Dewolf v. Mountain Counties Supply Company, et al.*, Action (Case No. CVCV 22-329) through the Class Period. Defendant Mountain Counties will provide a declaration under penalty of perjury confirming the number of applicable Class Members and workweeks they worked during the applicable Class Period one week prior to Plaintiff's deadline to file their motion for preliminary approval of the settlement.
13. Attorneys' Fees – Defendants agree not to oppose an Attorneys' Fees request up to 1/3 of the Maximum Settlement Amount.
14. Attorneys' Expenses – Defendants agree not to oppose Attorneys' Expenses of up to \$25,000.00.
15. Released Class Claims: Upon entry of final judgment and funding of the Maximum Settlement Amount, the Defendants shall be entitled to a release from the Class Members of all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the *Dewolf v. Mountain Counties Supply Company, et al.*, Action (Case No. CVCV 22-329) action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.
16. Released PAGA Claims. Upon entry of final judgment and funding of the Maximum Settlement Amount, Defendants shall be entitled to a release from the PAGA Class

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

17. Released Indemnity Claims – Defendant Mountain Counties, Defendant Prabhjot S. Randhawa and Defendant Maruti Mountain have alleged that Defendant Torsey has a duty to indemnify and defend them against Class Claims arising from the portion of the Class Period when Defendant Torsey owned and operated the business (the “Indemnity Claims”). Defendants understand and agree that the apportionment and payment of the Maximum Settlement Sum as set forth above is made, and will be made, in settlement, the consideration for which is hereby acknowledged, of the Indemnity Claims and Defendants hereby agree to a mutual release and waiver of any and all rights and remedies to seek indemnity or defense from any of the other Defendants, either in law or in equity, in connection with the Class Claims. The exclusive remedy between Defendants for claims arising from any liability for, or defense of, the Class Claims is to seek enforcement of the agreement memorialized in this MOU.
18. Drafting Settlement Documents – Class Counsel shall draft settlement documents for distribution within forty-five (45) days of the execution of this Memorandum. Class Counsel shall draft and file a motion for preliminary approval within seventy-five (75) days. The long-form settlement agreement shall incorporate Defendants' agreement as to indemnity and defense obligations arising from the Class Claims, and apportionment of the

Maximum Settlement Amount, as though fully set forth therein.

19. Opt Out / Objection Period – The Class Members shall have 45 days from the date the notice is first mailed in which to object to or exclude themselves from the settlement.
20. Payments - Defendants will pay their respective apportionment of the Maximum Settlement Amount to the Claims Administrator, including payment for all claims, payment of Claims Administration Expenses, Attorneys' Fees, Attorneys' Expenses, Service Awards, and PAGA Payment, within ninety (90) days after the final approval order.
21. Workweek Calculation - Claims Administrator will calculate the number of Workweeks (as defined above) worked by Class Members during the Class Period and the amount to be paid to Class Members per workweek based on information to be provided by Defendants. The Workweeks will be calculated based on Defendants workweek data and will be presumed to be correct, unless a particular Class Member proves otherwise to the Claim Administrator by credible written evidence. All Workweek disputes will be resolved and decided by the Claims Administrator and shall not result in any increase to the Maximum Settlement Amount. The Claims Administrator's decision on all Workweek disputes will be final and non-appealable.
22. Uncashed Checks – All checks mailed to the Class Members that are not cashed within 180 days of payment shall be paid to either a Cy Pres, in accordance with CCP 384, or the State Controller, as agreed by the Parties as part of the long-form settlement agreement and/or as required by the specific judge handling the pending matter.
23. Disputes – Any dispute between the parties as to the remaining terms of the settlement agreement shall be presented to the mediator for resolution.

24. Execution in Counterparts - This Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
21. Court Filings - The parties agree not to object to any Court filings consistent with this Agreement.
22. Continuing Jurisdiction - The Parties agree that the Superior Court, County of Yolo, shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

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


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

Dated: 09/19/2024


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

Plaintiff
Serenity Jean Dewolf

Dated: 09/19/2024



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

Dated: _____

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

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

Dated: _____

9/25/24

Defendant and Cross-Complainant
Mountain Counties Supply Company

Dated: _____

9/25/24

Defendant and Cross-Complainant
Prabhjot S. Randhawa

Dated: _____

9/25/24

Defendant and Cross-Complainant
Maruti Mountain Oil, LLC

Dated: _____

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

Dated: _____

Cross-Defendant
Nichole Torsey

Dated: 09/19/2024



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

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

Dated: _____

Defendant and Cross-Complainant
Mountain Counties Supply Company

Dated: _____

Defendant and Cross-Complainant
Prabhjot S. Randhawa

Dated: _____

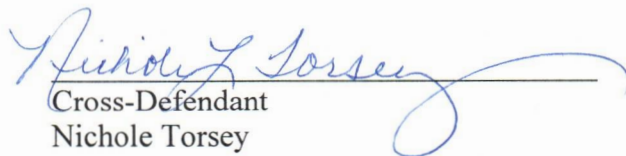
Defendant and Cross-Complainant
Maruti Mountain Oil, LLC

Dated: 9/24/2024



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

Dated: 9/10/2024



Cross-Defendant
Nichole Torsey

Dated: September 23, 2024

Ryan A. Quadrel

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