

1 **ZAKAY LAW GROUP, APLC**

2 Shani O. Zakay (State Bar #277924)

3 shani@zakaylaw.com

4 Jennifer Gerstenzang (State Bar #279810)

5 jenny@zakaylaw.com

6 Nicole Noursamadi (State Bar #357246)

7 nicole@zakaylaw.com

8 Eden Zakay (State Bar #339536)

9 eden@zakaylaw.com

10 Jaclyn Joyce (State Bar #285124)

11 jaclyn@zakaylaw.com

12 Jackland K. Hom (State Bar #327243)

13 jackland@zakaylaw.com

14 5440 Morehouse Drive, Suite 3600

15 San Diego, CA 92121

16 Telephone: (619) 255-9047

17 **JCL LAW FIRM, APC**

18 Jean-Claude Lapuyade (State Bar #248676)

19 jlapuyade@jcl-lawfirm.com

20 5440 Morehouse Drive, Suite 3600

21 San Diego, CA 92121

22 Telephone: (619) 599-8292

23 Attorneys for Plaintiff TATYANA WILSON

24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

25 **IN AND FOR THE COUNTY OF TULARE**

26 TATYANA WILSON, an individual, on
27 behalf of herself, and on behalf of all persons
28 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

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

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

7 R. "LWDA Payment" shall mean the sixty-five percent (65%) of the PAGA Payment
8 (\$13,000.00) that shall be paid to the California Labor and Workforce Development
9 Agency ("LWDA").

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

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

16 U. "Operative Complaint" means the First Amended Complaint that will be submitted
17 for filing with the Court to identify Defendant Forrester as Doe 1 and add a ninth
18 cause of action for violation of the Private Attorneys General Act [Labor Code §§
19 2698 *et seq.*].

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

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

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

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

3 Y. "PAGA Period" means the period between November 8, 2023, through September
4 21, 2025.

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

7 AA. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean either
8 Plaintiff or Defendants, individually.

9 BB. "Payment Ratio" means the respective Workweeks for each Settlement Class Member
10 divided by the sum total Workweeks for all Settlement Class Members.

11 CC. "Plaintiff" shall mean Tatyana Wilson.

12 DD. "QSF" means the Qualified Settlement Fund established, designated, and maintained
13 by the Settlement Administrator to fund the Gross Settlement Amount.

14 EE. "Released Class Claims" means all causes of action and factual or legal theories that
15 (i) were alleged in the Operative Complaint or (ii) reasonably could have been alleged
16 based on the facts alleged in the Operative Complaint, including all of the following
17 claims for relief: (a) failure to pay overtime wages due; (b) failure to pay all wages
18 and minimum wages due; (c) failure to provide proper meal periods, and to properly
19 provide premium pay in lieu thereof; (d) failure to provide proper rest periods, and to
20 properly provide premium pay in lieu thereof; (e) failure to provide complete,
21 accurate or properly formatted wage statements; (f) failure to pay all wages timely
22 during employment; (g) failure to pay all wages timely at the time of termination; (h)
23 unlawful direct deposit and discount of wages; (i) unlawful deductions from wages;
24 (j) secret payment of lower wages; (k) failure to provide suitable seating; (l) failure
25 to reimburse business expenses; (m) failure to provide notice of material terms of
26 employment; (n) failure to provide sick day balances; (o) unfair business practices
27 that could have been premised on the claims, causes of action or legal theories of
28 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

1 Parties desire to fully, finally, and forever settle, compromise, and discharge all
2 disputes and claims arising from or relating to the Action.

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

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

8 **III. TERMS OF AGREEMENT**

9 A. Settlement Consideration and Settlement Payments by Defendants.

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

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

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

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

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

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

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

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

23 D. General Release by Plaintiff. As of the Effective Date, for the consideration set forth
24 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
25 Released Parties from any and all claims, whether known or unknown, which exist or
26 may exist on her behalf as of the date of this Agreement, including but not limited to
27 any and all tort claims, contract claims, wage claims, wrongful termination claims,
28 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

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

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

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

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

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

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

26 I. Tax Liability. The Parties make no representations as to the tax treatment or legal
27 effect of the payments called for, and Class Members and/or Aggrieved Employees are
28 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.

- 1 3. Allocation of Individual Settlement Payments. For tax purposes, Individual
2 Settlement Payments shall be allocated and treated as 20% wages (“Wage
3 Portion”) and 80% interest, penalties, and expense reimbursements (“Non-
4 Wage Portion”). The Wage Portion of the Individual Settlement Payments
5 shall be reported on IRS Form W-2 and the Non-Wage Portion of the
6 Individual Settlement Payments shall be reported on IRS Form 1099.
- 7 4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved
8 Employee Payments shall be allocated and treated as 100% penalties and shall
9 be reported on IRS Form 1099.
- 10 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
11 Aggrieved Employee Payment made to Settlement Class Members and/or
12 Aggrieved Employees under this Settlement Agreement, as well as any other
13 payments made pursuant to this Settlement Agreement, will not be utilized to
14 calculate any additional benefits under any benefit plans to which any Class
15 Members may be eligible, including, but not limited to profit-sharing plans,
16 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave
17 plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention
18 that this Settlement Agreement will not affect any rights, contributions, or
19 amounts to which any Class Members may be entitled under any benefit plans.
- 20 6. All monies received by Settlement Class Members under the Settlement which
21 are attributable to wages shall constitute income to such Settlement Class
22 Members solely in the year in which such monies actually are received by the
23 Settlement Class Members. It is the intent of the Parties that Individual
24 Settlement Payments and Aggrieved Employee Payments provided for in this
25 Settlement agreement are the sole payments to be made by Defendants to
26 Settlement Class Members and/or Aggrieved Employees in connection with this
27 Settlement Agreement, with the exception of Plaintiff, and that the Settlement
28 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.

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

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

DATED: 01/26/2026

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

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

DATED: _____

SIERRA MINIT MARTS, INC.

Printed Name

Title

DATED: _____

DON FORRESTER

Printed Name

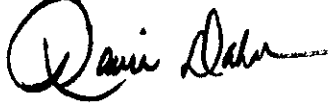
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CC. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Claims have merit and give rise to liability on the part of Defendants. Defendants claim that the Released Claims have no merit and do not give rise to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

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

DATED: _____
TATYANA WILSON

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

DATED: 01/26/2026

SIERRA MINIT MARTS, INC.
RANIA DAHABREH
Printed Name
OWNER
Title

DATED: _____
DON FORRESTER
Printed Name

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

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

DATED: _____

TATYANA WILSON

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

DATED: _____

SIERRA MINIT MARTS, INC.

Printed Name

Title

DON FORRESTER

Printed Name

DATED: 11/26/26

Don Forrester

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

Attorneys for Plaintiff and the Settlement Class
6 Members


6

7

8 DATED: January 27, 2026

ZAKAY LAW GROUP, APLC

9

By:  _____

10

Attorneys for Plaintiff and the Settlement Class
11 Members

11

12

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

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1 **ZAKAY LAW GROUP, APLC**

2 Shani O. Zakay (State Bar #277924)

3 shani@zakaylaw.com

4 Jennifer Gerstenzang (State Bar #279810)

5 jenny@zakaylaw.com

6 Nicole Noursamadi (State Bar #357246)

7 nicole@zakaylaw.com

8 Eden Zakay (State Bar #339536)

9 eden@zakaylaw.com

10 Jaclyn Joyce (State Bar #285124)

11 jaclyn@zakaylaw.com

12 Jackland K. Hom (State Bar #327243)

13 jackland@zakaylaw.com

14 5440 Morehouse Drive, Suite 3600

15 San Diego, CA 92121

16 Telephone: (619) 255-9047

17 **JCL LAW FIRM, APC**

18 Jean-Claude Lapuyade (State Bar #248676)

19 jlapuyade@jcl-lawfirm.com

20 5440 Morehouse Drive, Suite 3600

21 San Diego, CA 92121

22 Telephone: (619) 599-8292

23 Attorneys for Plaintiff TATYANA WILSON

24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

25 **IN AND FOR THE COUNTY OF TULARE**

26 TATYANA WILSON, an individual, on
27 behalf of herself, and on behalf of all persons
28 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

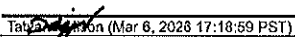
1 This Addendum to the Class and PAGA Action Settlement Agreement (“Settlement
2 Agreement”) is made and entered into between Plaintiff Tatyana Wilson (“Plaintiff”), individually,
3 on behalf of herself, and on behalf of all persons similarly situated, and Defendant Sierra Minit Marts,
4 Inc., and Defendant 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.

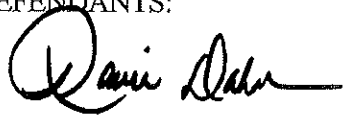
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14 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

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16 DATED: 03/06/2026


TATYANA WILSON

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

19
20 DATED: 03/09/2026


SIERRA MINIT MARTS, INC.
 RANIA DAHABREH
Printed Name
 OWNER
Title

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25 DATED: _____

DON FORRESTER

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 HH. "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

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

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20 DATED: _____

SIERRA MINIT MARTS, INC.

Printed Name

Title

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25 DATED: 3.9.26

DON FORRESTER

Printed Name

Don Forrester

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IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: March 6, 2026

JCL LAW FIRM, APC

By:  _____

Attorneys for Plaintiff and the Settlement Class Members

DATED: March 6, 2026

ZAKAY LAW GROUP, APLC

By:  _____

Attorneys for Plaintiff and the Settlement Class Members

DATED: 3/4/2026

LIGHTGABLER LLP

By:  _____

Jonathan Fraser Light, Esq.
Ryan C. Ely, Esq.
Attorneys for Defendant Don Forrester