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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF MADERA**

18 ANNETTE DEARING, an individual,
19 REBECCA TAYLOR, an individual,
20 JANETTE TELLO, an individual, on behalf of
21 themselves, and on behalf of all others
similarly situated;

22 Plaintiffs,

23 vs.

24 LOVE'S COUNTRY STORES OF
25 CALIFORNIA, a California corporation; and
26 DOES 1 through 50,

27 Defendants.

Case No.: MCV090813

**(PROPOSED) ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

(Filed concurrently with Motion for
Preliminary Approval and Supporting
Declarations)

Date: February 26, 2026

Time: 8:30 a.m.

Judge: Hon. Michael J. Jurkovich

Dept.: 17

Action Filed: November 28, 2023

Trial Date: Not Set

1 This matter came before the Honorable Michael J. Jurkovich of the Superior Court of the State
2 of California, in and for the County Madera, on February 26, 2026, for hearing on the unopposed
3 motion by Plaintiffs Annette Dearing, Rebecca Taylor and Jeanette Tello (“Plaintiffs”) for
4 preliminary approval of the Settlement with Defendant Love’s Country Stores of California.
5 (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters
6 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for Preliminary
7 Approval of Class Action Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
10 (“Agreement” or “Settlement”) attached as Exhibit A to the Declaration of Nicole Barvie in Support
11 of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement. This is
12 based on the Court’s determination that the Settlement set forth in the Agreement is within the
13 range of possible final approval, pursuant to the provisions of Section 382 of the California Code of
14 Civil Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Gross Settlement Amount that Defendants shall pay is Two Million Seven
18 Hundred Fifty Thousand Dollars (\$2,750,000). It appears to the Court on a preliminary basis that
19 the settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
20 when balanced against the probable outcome of further litigation and the significant risks relating to
21 certification, liability and damages issues. It further appears that investigation and research have
22 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
24 by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
25 of the Action. It further appears that the Settlement has been reached as the result of serious and
26 non-collusive, arms-length negotiations.

27 4. The Court preliminarily finds that the Settlement appears to be within the range of
28 reasonableness of a settlement that could ultimately be given final approval by this Court. The

1 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
2 preliminarily finds that the monetary settlement awards made available to the Class is fair,
3 adequate, and reasonable when balanced against the probable outcome of further litigation and the
4 significant risks relating to certification, liability, and damages issues.

5 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
6 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$916,666.67, and
7 a proposed Class Representative Service Payment to each Plaintiff in an amount not to exceed
8 \$10,000 to each and a total of \$30,000. The Court will not approve the amount of attorneys' fees and
9 costs, nor the amount of any service award, until the Final Approval Hearing.

10 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
11 representative treatment and certification of a class for settlement purposes only. This stipulation will
12 not be deemed admissible in this or any other proceeding should this Settlement not become final.
13 For settlement purposes only, the Court conditionally certifies the following Class: "All non-exempt
14 employees who are or previously were employed by Defendant and who performed work in California
15 at any time during the Class Period." The "Class Period" is May 26, 2021 through September 30,
16 2025.

17 7. The Court concludes that, for settlement purposes only, the Class meets the
18 requirements for certification under Section 382 of the California Code of Civil Procedure in that:
19 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
20 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
21 community of interest amongst the members of the Class with respect to the subject matter of the
22 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
23 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class
24 action is superior to other available methods for the efficient adjudication of this controversy; and
25 (f) counsel for the Class is qualified to act as counsel for the Class and the Plaintiffs are adequate
26 representatives of the Class.

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1 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
2 Court provisionally appoints Barvie Law, APC, Justice for Workers, P.C., and Aiman-Smith &
3 Marcy as Class Counsel for the Class.

4 9. The Agreement provides for a PAGA Penalties out of the Gross Settlement Amount
5 of One Hundred Thousand Dollars (\$100,000), which shall be allocated \$75,000 to the Labor &
6 Workforce Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil
7 penalties paid under this Agreement pursuant to the PAGA and \$25,000. “Aggrieved Employees”
8 means all individuals who are or previously were employed by Defendant and who performed work
9 in California at any time during the PAGA Period (January 6, 2022 through September 30, 2025)
10 (“Aggrieved Employees”).

11 10. Pursuant to Labor Code Section 2699, subdivision (l)(2), the LWDA will be
12 provided notice of the Agreement and these settlement terms. The Court finds the PAGA Penalties
13 to be reasonable.

14 11. The Court hereby approves, as to form and content, the Class Notice attached to the
15 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
16 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right to
17 be excluded from the Class by submitting a written opt-out request, and of each member’s right and
18 opportunity to object to the Settlement. The Court further finds that the distribution of the Class
19 Notice substantially in the manner and form set forth in the Agreement and this Order meets the
20 requirements of due process, is the best notice practicable under the circumstances, and shall
21 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
22 the Class Notice by first class mail, both in English and Spanish, pursuant to the terms set forth in
23 the Agreement. If a Class Notice Packet is returned because of an incorrect address, the
24 Administrator will promptly search for a more current address for the Class Member and re-mail the
25 Class Notice Packet to any new address for the Class Member no later than Fourteen (14) business
26 days after the receipt of the undelivered Class Notice. The Administrator will also email a copy of
27 the re-mailed Class Notice to the Class Member if there is an available email address in the Class
28 Data.

1 12. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
2 than Fourteen (14) days after this Order, Defendant will provide to the Administrator an electronic
3 database containing the Class Data. The Administrator will perform address updates and
4 verifications as necessary prior to the first mailing. Using best efforts to mail it as soon as possible,
5 and in no event later than Fourteen (14) days after receiving the Class Data, the Administrator will
6 mail the Class Notice Packet to all Class Members via first-class regular U.S. Mail to their last
7 known address.

8 13. The Court hereby preliminarily approves the proposed procedure for exclusion from
9 the Settlement. Any Class Member may individually choose to opt out of and be excluded from the
10 Class as provided in the Class Notice by following the instructions for requesting exclusion from
11 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked or
12 received no later than Forty-Five (45) calendar days after the date of the mailing of the Class Notice
13 (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline for requests
14 for exclusion will be extended an additional Fourteen (14) days. A Request for Exclusion may also
15 be faxed or emailed to the Administrator as indicated in the Class Notice. Any such person who
16 chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the
17 Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal
18 or comment thereon. Class Members who have not requested exclusion shall be bound by all
19 determinations of the Court, the Agreement and the Judgment. A request for exclusion may only
20 opt out that particular individual, and any attempt to effect an opt-out of a group, class, or subclass
21 of individuals is not permitted and will be deemed invalid.

22 14. Any Class Member who has not opted out may appear at the final approval hearing
23 and may object or express the Member’s views regarding the Settlement, and may present evidence
24 and file briefs or other papers that may be proper and relevant to the issues to be heard and
25 determined by the Court as provided in the Notice. Class Members will have until the Response
26 Deadline to submit their written objections to the Administrator. Written objections may also be
27 faxed or emailed to the Administrator as indicated in the Class Notice. If a Class Notice Packet is
28 re-mailed, the Response Deadline for written objections will be extended an additional Fourteen

1 (14) days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
2 objection.

3 15. A final approval hearing shall be held before this Court on _____
4 _____ at _____ in Department 17 at the Madera County Superior Court to hear the
5 motion for final approval and the motion for attorneys' fees and costs, and to determine all
6 necessary matters concerning the Settlement, including: whether the proposed settlement of the
7 Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable
8 and should be finally approved by the Court; whether the Final Approval Order and Judgment
9 should be entered herein; whether the plan of allocation contained in the Agreement should be
10 approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys'
11 fees and costs, service award, and the fees and expenses of the Administrator. All papers in support
12 of the motion for final approval and the motion for attorneys' fees, costs and service award shall be
13 filed with the Court and served on all counsel no later than Sixteen (16) court days before the
14 hearing and both motions shall be heard at this final approval hearing.

15 16. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
16 shall be construed as a concession or admission by Defendant in any way that the claims asserted
17 have any merit or that this Action was properly brought as a class or representative action, and shall
18 not be used as evidence of, or used against Defendant as, an admission or indication in any way,
19 including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or
20 with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is
21 finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or
22 conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be
23 construed as, offered or admitted in evidence as, received as or deemed to be evidence for any
24 purpose adverse to the Defendant, including, but not limited to, evidence of a presumption,
25 concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission,
26 concession or damage.

27 17. In the event the Settlement does not become effective in accordance with the terms
28 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to

1 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
2 and the Parties shall revert to their respective positions as of before entering into the Agreement,
3 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
4 including all available defenses and affirmative defenses, and arguments that any claim in the
5 Action could not be certified as a class action and/or managed as a representative action . In such
6 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
7 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
8 the Agreement with respect to the effect of the Agreement if it is not approved.

9 18. The Court reserves the right to adjourn or continue the date of the final approval
10 hearing and all dates provided for in the Agreement without further notice to Class Members, and
11 retains jurisdiction to consider all further applications arising out of or connected with the proposed
12 Settlement.

13 **IT IS SO ORDERED.**

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15 Dated: _____

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17 Hon. Michael J. Jurkovich
18 Judge of the Superior Court of California
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