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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO

SHANIECE MAYNOR, ALEJANDRO CABALLERO, ALEX CABALLERO, NOURA MAJOR, AMIA DILWORTH, DELMAR SCHMIDTBERGER, ELIZABETH HALL, RIAZ AHMED, on behalf of themselves, and all others similarly situated, and as “aggrieved employees” on behalf of themselves and other “aggrieved employees” under the Labor Code Private Attorneys General Act of 2004,

*Plaintiff(s)*

vs.

WESTERN REFINING RETAIL, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,

*Defendant(s).*

Case No. CIV SB 2209052

**JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND RELEASE**

1 This Joint Stipulation of Class and Representative Action Settlement and Release is  
2 entered into by and between Plaintiffs Alejandro Caballero, Alex Caballero, Amia Dilworth,  
3 Noura Major, Elizabeth Hall, Shaniece Maynor, Delmar Schmidtberger, and Riaz Ahmed,  
4 individually and on behalf of all others similarly situated (“Plaintiffs”), and Defendant Western  
5 Refining Retail, LLC (“Defendant” or “WRR”), and is approved by their respective counsel of  
6 record, subject to the terms and conditions hereof and the Court’s approval.

7 **A. Definitions**

8 1. “Actions” or “Lawsuits” means and refers to the following cases: (1) *Maynor, et*  
9 *al. v. Western Refining Retail, LLC*, Case No. CIV SB 2209052 (San Bernardino Superior  
10 Court); (2) *Caballero, et al. v. Western Refining Retail, LLC*, Case Nos. 8:21-00018-VAP-SK,  
11 2:21-04194-VAP-SK (United States District Court C.D. Cal.) (removed from Orange County  
12 Superior Court); (3) *Hall, et al. v. Western Refining Retail, LLC*, Case No. 5:19-00855-VAP-SK  
13 (United States District Court C.D. Cal.) (removed from Riverside County Superior Court); (4)  
14 *Schmidtberger v. Western Refining Retail, LLC*, Case No. 2:19-04300-VAP-SK (United States  
15 District Court C.D. Cal.); and (5) *Ahmed v. Western Refining Retail, LLC*, Case No. 2:20-cv-  
16 08342-VAP-SK (United States District Court C.D. Cal.) (removed from Los Angeles County  
17 Superior Court).

18 2. “Agreement,” “Stipulation” or “Settlement Agreement” shall mean this Joint  
19 Stipulation of Class and Representative Action Settlement and Release, including any attached  
20 Exhibits.

21 3. “CAFA Notice” refers to the Notification of Settlement requirements in the Class  
22 Action Fairness Act (28 U.S.C. § 1715), which Defendant will serve no later than 10 days after  
23 Plaintiffs file the Motion for Preliminary Approval.

24 4. “Class Counsel” refers to David G. Spivak and Caroline Tahmassian Zarneh of  
25 The Spivak Law Firm; Walter L. Haines of United Employees Law Group; Samuel A. Wong,  
26 Kashif Haque, Jessica L. Campbell, and Fawn F. Bekam of the Aegis Law Firm PC; Matthew J.  
27 Matern and Launa Adolph of Matern Law Group, PC; and Todd M. Friedman and Adrian R.  
28 Bacon of the Law Offices of Todd Friedman PC.

1           5.       “Class Data” means a complete list of all Settlement Class Members that  
2 Defendant will diligently and in good faith compile from its records and provide to the  
3 Settlement Administrator within twenty-one (21) business days after entry of the Preliminary  
4 Approval Order. The Class Data shall be on one spreadsheet and shall include each Settlement  
5 Class Member’s full name; last known mailing address; last known telephone number; Social  
6 Security Number; and total Weeks Worked during the Class Period. The Class Data shall not be  
7 provided to Class Counsel, with the exception of the Class Data pertaining to the named  
8 Plaintiffs.

9           6.       “Class Period” is the period from July 27, 2017 through February 6, 2022,  
10 excluding workweeks worked by any Class Member that were subject to a separate release and  
11 settlement that covers the claims at issue in the Actions.

12           7.       “Class Representatives” or “Plaintiffs” means and refers to Alejandro Caballero,  
13 Alex Caballero, Amia Dilworth, Noura Major, Elizabeth Hall, Shaniece Maynor, Delmar  
14 Schmidtberger, and Riaz Ahmed.

15           8.       “Consolidated Complaint” refers to the class and representative action complaint  
16 filed in the Superior Court for San Bernardino County by Plaintiffs for settlement approval  
17 purposes only, which includes all of the allegations in the Actions listed in Section A.1(2)-(5)  
18 above, as well as all claims, allegations, and legal theories raised during mediation, such as  
19 claims for split shift premiums and reporting time pay.

20           9.       “Court” refers to the San Bernardino Superior Court.

21           10.       “Defendant” means and refers to Western Refining Retail, LLC.

22           11.       “Defendant’s Counsel” or “Defense Counsel” means and refers to William C.  
23 Martucci and Matt Light of Shook, Hardy & Bacon LLP.

24           12.       “Effective Date” means the first business day following the latest of the following  
25 dates: (i) if no Class Member timely and properly intervenes, files a motion to vacate the  
26 Judgment, or objects or otherwise challenges the Settlement, then the date the Court enters an  
27 order granting Final Approval of the Settlement; (ii) if a Class Member intervenes or files a  
28 motion to vacate the Judgment, then sixty-one (61) calendar days following the date the Court

1 enters an order granting final approval, assuming no appeal is filed; or (iii) if a timely appeal is  
2 filed, then the date of final resolution of that appeal (including any requests for rehearing and/or  
3 petitions for *certiorari*), resulting in final judicial approval of the Settlement in its entirety, with  
4 no further challenge to the Settlement being possible.

5 13. “Final Approval” refers to the order of the Court granting final approval of this  
6 Settlement Agreement that disposes of all issues raised in the Actions and in the Consolidated  
7 Complaint and entering a judgment approving this Agreement on the terms provided herein or as  
8 the same may be modified by subsequent mutual agreement of the Parties. Per 17 U.S.C.  
9 § 1715(d), Final Approval shall occur no earlier than 90 days after Defendant serves the CAFA  
10 Notice.

11 14. “Final Settlement Class” means, collectively, all Settlement Class Members who  
12 have not opted out of the Settlement Class by timely submitting valid Requests for Exclusion.

13 15. “Gross Settlement Amount” shall have the meaning ascribed to it in Paragraph  
14 48(a) below.

15 16. “Individual Settlement Amount” shall have the meaning ascribed to it in  
16 Paragraph 48(c) below.

17 17. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 48(b)  
18 below.

19 18. “Notice” or “Class Notice” means the Notice of Pendency of Class Action  
20 Settlement to be mutually agreed upon by the Parties and approved by the Court to be sent to the  
21 Settlement Class Members following entry of the Preliminary Approval Order that notifies  
22 Settlement Class Members of the Settlement.

23 19. “Notice Response Deadline” is 45 calendar days from the date the Notice is  
24 mailed to the Settlement Class Members.

25 20. “Objecting Settlement Class Member” means a Settlement Class Member, other  
26 than Plaintiffs, who submits a valid and timely objection to the terms of this Agreement,  
27 pursuant to Paragraph 67(c) below.  
28

1           21.    “PAGA Employee” means all non-exempt, hourly employees of Defendant who  
2 worked in California at some point during the PAGA Period.

3           22.    “PAGA Payment” means the amount payable from the Gross Settlement Amount  
4 to resolve claims under the California Labor Code Private Attorneys General Act (“PAGA”), of  
5 which seventy-five percent (75%) shall be paid to the LWDA and twenty-five percent (25%)  
6 shall be paid to Aggrieved Employees.

7           23.    “PAGA Period” means the period from July 27, 2017 through February 6, 2022.

8           24.    “Participating Class Members” means any and all Settlement Class Members  
9 who do not opt-out by timely submitting valid Requests for Exclusion.

10          25.    “Parties” or “Settling Parties” means Plaintiffs, on behalf of themselves and the  
11 Settlement Class, and Defendant, collectively.

12          26.    “Preliminary Approval Date” means the date the Court approves the Settlement  
13 Agreement, and the exhibits thereto, and enters the Preliminary Approval Order.

14          27.    “Preliminary Approval Order” means the judicial Order to be entered by the  
15 Court, upon the application or motion of the Plaintiff preliminarily approving this Settlement and  
16 providing for the issuance of the Notice to the Settlement Class, an opportunity to opt out of the  
17 Settlement, an opportunity to submit timely objections to the Settlement, and setting a hearing on  
18 the fairness of the terms of Settlement, including approval of attorneys’ fees and costs.  
19 Defendant will not object to Plaintiffs’ motion for preliminary approval, providing that it is  
20 consistent with the terms of this Agreement, but will be provided with an opportunity to review  
21 and comment upon the motion at least ten (10) calendar days before it is filed.

22          28.    “QSF” means the Qualified Settlement Fund set up by the Settlement  
23 Administrator for the benefit of the Final Settlement Class, and from which the settlement  
24 payments shall be made.

25          29.    “Release” shall mean the release and discharge of the Released Claims by  
26 Plaintiffs and all of the Participating Class Members, and their assignees.

27          30.    “Released Claims” by the Participating Class Members upon the Effective Date  
28 will include all claims for relief, whether suspected or unsuspected, which any Participating

1 Class Member has had, now has or may discover in the future, against the Released Parties or  
2 any of them for the Class Period that are alleged in the Consolidated Complaint or the Actions,  
3 or which could have been alleged in the Consolidated Complaint or the Actions based on the  
4 allegations, facts, matters, transactions or occurrences alleged therein, specifically including  
5 without limiting the generality thereof: all causes of action asserted in the Consolidated  
6 Complaint or the Actions for violations of, or remedies or penalties allowed under, Labor Code  
7 Sections 201, 201.3, 202, 203, 204, 204b, 206, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512,  
8 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, and 2802, including  
9 claims for unpaid overtime, minimum wages and straight time wages, failure to provide meal  
10 and/or rest breaks and/or premiums, failure to maintain records, failure to pay split shift  
11 premiums, failure to pay reporting time pay, failure to reimburse reasonable business expenses,  
12 failure to timely pay final wages, waiting time penalties, failure to provide accurate itemized  
13 wage statements, and violation of Business & Professions Code section 17200, *et seq.* premised  
14 on any claims for violations referenced above. The release of the foregoing claims extends to all  
15 theories of relief regardless of whether the claim is, was or could have been alleged as separate  
16 claims, causes of action, lawsuits or based on other theories of relief, whether under California  
17 law, federal law, state law or common law (including, without limitation, as violations of the  
18 California Labor Code, the Wage Orders, applicable regulations, California's Business and  
19 Professions Code section 17200), and includes all types of relief available for the  
20 above-referenced claims, including, without limitation, any claims for damages, restitution,  
21 losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief,  
22 declaratory relief, or liquidated damages. In addition, upon the Effective Date, all PAGA  
23 Employees will release any and all claims and/or causes of action under PAGA based on the  
24 allegations, facts, matters, transactions or occurrences alleged in the Consolidated Complaint or  
25 in the Actions, including premised on any claims for violations referenced above. The release of  
26 the foregoing claims extends to all theories of relief regardless of whether the claim is, was or  
27 could have been alleged as separate claims, causes of action, lawsuits or based on other theories  
28

1 of relief, and includes all types of relief available for the above-referenced claims, including,  
2 without limitation, penalties, attorneys' fees, and costs.

3 31. "Released Parties" means Defendant and each of its past and present officers,  
4 directors, shareholders, employees, agents, principals, heirs, representatives, accountants,  
5 auditors, consultants, insurers and reinsurers, its company-sponsored employee benefit plans, and  
6 its successors and predecessors, subsidiaries, affiliates, parents and attorneys, both individually  
7 and in their official capacities, as well as all persons acting by, through, under, or in concert with  
8 any of these persons or entities.

9 32. "Release Period" shall be the time period governing the Released Claims which  
10 shall be July 27, 2017 through February 6, 2022.

11 33. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 67(a)  
12 below.

13 34. "Service Payments" or "Service Awards" means the amounts approved by the  
14 Court to be paid to the Class Representatives, Alejandro Caballero, Alex Caballero, Amia  
15 Dilworth, Noura Major, Elizabeth Hall, Shaniece Maynor, Delmar Schmidtberger, and Riaz  
16 Ahmed, in addition to their Individual Settlement Amounts as Participating Class Members.

17 35. "Settlement" shall refer to this Agreement of the Parties to settle the Released  
18 Claims as set forth and embodied in this Agreement.

19 36. "Settlement Administrator" means and refers to the third-party class action  
20 settlement administrator selected by the Parties, who will provide the Notice to the Settlement  
21 Class Members and distribute the settlement amounts as described in this Settlement Agreement.  
22 The Parties have selected Phoenix Class Action Administration Solutions as the Settlement  
23 Administrator.

24 37. "Settlement Administration Costs" means the costs payable from the Gross  
25 Settlement Amount to the Settlement Administrator for administering this Settlement, including,  
26 but not limited to, printing, distributing, and tracking documents for this Settlement, tax  
27 reporting, distributing the Gross Settlement Amount, and providing necessary reports and  
28 declarations, as requested by the Parties. The Settlement Administration Costs shall be paid

1 from the Gross Settlement Amount, including, if necessary, any such costs in excess of the  
2 amount represented by the Settlement Administrator as being the maximum costs necessary to  
3 administer the Settlement.

4 38. “Settlement Class” is defined as all persons who worked for Defendant in  
5 California in a non-exempt, hourly position during the Class Period, excluding all persons who  
6 have previously settled all claims otherwise covered under this Agreement.

7 39. “Settlement Class Member(s)” or “Class Member(s)” refers to individual  
8 members of the Settlement Class.

9 40. “Weeks Worked” for each Settlement Class Members means any week in which  
10 the Settlement Class Member worked for Defendant in a non-exempt, hourly position in  
11 California during the Class Period.

12 **B. Background and General Terms**

13 41. The Actions described in Section A.1(2)-(5) above were filed at various points  
14 during 2018 and 2020 by the Plaintiffs, preceded by letters filed with the California Labor and  
15 Workforce Development Agency (the “LWDA”) alleging claims under PAGA. The LWDA  
16 declined to assert jurisdiction over the asserted PAGA claims.

17 42. Plaintiffs are former non-exempt employees of Defendant who worked at several  
18 of its gas station convenience stores in California. Through their separate Actions, Plaintiffs  
19 sought to represent different, though overlapping, groups and classes of non-exempt retail  
20 employees of Defendant in California in connection with various claims and causes of action,  
21 including in relation to the following general allegations – failure to provide meal  
22 breaks/premiums, failure to provide rest breaks/premiums, failure to pay overtime and minimum  
23 wages, failure to timely pay wages upon termination, failure to provide and maintain accurate  
24 wage statements, and failure to reimburse business expenses. Most of the Actions were initially  
25 filed in state court and thereafter removed to the United States District Court for the Central  
26 District of California under CAFA (the *Schmidtberger* action was filed in federal court).

27 43. Defendant denies Plaintiffs’ claims and allegations and denies any liability or that  
28 it engaged in wrongdoing of any kind associated with any wage-and-hour practices. Defendant



1 maintains that it has complied at all times with California law and contends that the Actions are  
2 not suitable for class certification or representative treatment.

3 44. The Parties have conducted thorough investigations into the facts of the Actions,  
4 including holding depositions of Plaintiffs and Defendant's representatives, exchanging and  
5 responding to multiple sets of written discovery, briefing discovery disputes before the Court,  
6 producing voluminous documents, and exchanging payroll and timekeeping records. Class  
7 Counsel are knowledgeable about and have done extensive research with respect to the  
8 applicable law and potential defenses to the claims of the Settlement Class and under PAGA.  
9 Class Counsel has diligently pursued an investigation of the Settlement Class Members' claims  
10 and PAGA claims against Defendant. Based on records and data received and on their own  
11 independent investigation and evaluation, Class Counsel is of the opinion that the settlement with  
12 Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair,  
13 reasonable, and adequate and is in the best interest of the Settlement Class Members and PAGA  
14 Employees in light of all known facts and circumstances, including the risk of significant delay  
15 and uncertainty associated with litigation, various defenses asserted by Defendant, dismissal of  
16 certain asserted causes of action, denial of class certification in one of the Actions, uncertainty of  
17 class certification in the others, and numerous potential appellate issues. While Defendant  
18 maintains that Plaintiffs' claims have no merit and do not give rise to any liability, Defendant has  
19 agreed to enter into this Settlement to avoid the continued cost and business disruption associated  
20 with defending the Actions.

21 45. On November 8, 2021, Plaintiffs and Defendant participated in mediation  
22 virtually via Zoom before Tripper Ortman, a highly experienced class action mediator in  
23 California. After a full-day mediation, the Parties reached a settlement and entered into a  
24 Memorandum of Agreement. The Parties agree that the terms and conditions of this Agreement  
25 are the result of lengthy, intensive arms-length negotiations between the Parties, supervised by  
26 an experienced wage-and-hour class action mediator. This Agreement represents a compromise  
27 and settlement of highly disputed claims. This Agreement, made and entered into by and  
28 between the Plaintiffs (on behalf of themselves and on behalf of the Settlement Class Members)

1 and Defendant, each with the assistance of their respective counsel and attorneys of record, is  
2 intended to fully, finally, and forever settle, compromise and discharge the Released Claims  
3 against the Released Parties, subject to the terms and conditions set forth herein.

4 46. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts  
5 to be performed or judgments to be entered pursuant to the terms of the Settlement and  
6 Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of  
7 any statute or law or liability on the claims or allegations in the Actions. Neither this  
8 Agreement's acceptance by the Parties nor its filing with the Court shall, in themselves, render  
9 this Agreement admissible in evidence in any other proceeding, subject to the limited exception  
10 that it shall be admissible in an action or proceeding to approve, interpret or enforce this  
11 Agreement.

12 47. Stipulation for Class Certification. For settlement purposes only, Defendant will  
13 stipulate that the Settlement Class Members described herein who do not timely and validly  
14 request exclusion from the Settlement Class may be certified as a settlement class. This  
15 stipulation to certification is in no way an admission that class action certification is proper and  
16 shall not be admissible in this or in any other action except for the sole purposes of enforcing this  
17 Agreement. If, however, the Effective Date does not occur for any reason, the Parties'  
18 stipulation to class certification as part of the Settlement shall become null and void *ab initio* and  
19 shall have no bearing on, and shall not be admissible in connection with the issue of whether or  
20 not certification would be appropriate in a non-settlement context. Defendant expressly reserves  
21 its rights and declares that it would continue to oppose class certification and the substantive  
22 merits of the Actions if the Effective Date does not occur for any reason. Plaintiffs expressly  
23 reserve their rights and declare that they will continue to pursue class certification and a trial if  
24 the Effective Date does not occur for any reason.

25 **C. Terms of Settlement**

26 48. The financial terms of the Settlement are as follows:

27 (a) Gross Settlement Amount: Subject to final Court approval and the  
28 conditions specified in this Agreement, and in consideration of the mutual covenants and

1 promises set forth herein, the Parties agree to settle this Action for two million four hundred  
2 thousand dollars (\$2,400,000.00) (“Gross Settlement Amount”). The Gross Settlement Amount  
3 is the maximum amount that will be paid by Defendant (excluding the employer’s share of  
4 payroll taxes and withholdings), and includes Individual Settlement Amounts, attorneys’ fees of  
5 Class Counsel, costs and expenses, the Service Payments to the Class Representatives, all  
6 Settlement Administration Costs, and payment to the California Labor and Workforce  
7 Development Agency (LWDA) to resolve claims under PAGA, and any and all other amounts  
8 approved by the Court in this Action. The Gross Settlement Amount does not include  
9 Defendant’s share of payroll taxes and withholding on the portion of the Individual Settlement  
10 Amounts that is allocated to wages, which Defendant will be required to separately fund.

11 (b) Net Settlement Amount: The “Net Settlement Amount” is defined as the  
12 Gross Settlement Amount less attorneys’ fees and litigation costs as approved and awarded by  
13 the Court, the Service Payments to the Class Representatives as awarded by the Court, the  
14 Settlement Administration Costs, and the PAGA Payment, and any and all other amounts  
15 approved by the Court as costs in the Actions. In the event that the Court reduces the attorneys’  
16 fees, costs, expenses or Service Awards, the difference shall be placed in the Net Settlement  
17 Amount and allocated to the Settlement Class.

18 (c) Individual Settlement Amounts for the Settlement Class: The Individual  
19 Settlement Amount for each Settlement Class Member will be calculated by the Settlement  
20 Administrator using the Class Data provided by Defendant as follows. Compensable workweeks  
21 will be all Weeks Worked by all Settlement Class Members during the Class Period. The dollars  
22 per compensable workweek will be calculated by dividing the total Weeks Worked by  
23 Settlement Class Members into the Net Settlement Amount to determine a per workweek value  
24 (“Workweek Value”). The Workweek Value will be multiplied by the number of Weeks  
25 Worked by each Participating Class Member during the Class Period to determine the  
26 distribution, prior to legal deductions, for each Participating Class Member. If there are any  
27 valid and timely submitted Requests for Exclusion, the Settlement Administrator shall  
28 proportionately increase the Individual Settlement Amounts for each Participating Class Member

1 so that the amount actually distributed to Participating Class Members equals 100% of the Net  
2 Settlement Amount. In addition, all PAGA Employees shall receive a pro rata share of the  
3 portion of the PAGA Payment allocated to PAGA Employees based on their respective number  
4 of Weeks Worked during the PAGA Period.

5 (d) Allocation of Individual Settlement Amounts: The Individual Settlement  
6 Amounts will be allocated based on the allegations in the Actions as follows: one-fourth (25%)  
7 will be paid as wages subject to all applicable withholdings, including withholding of all  
8 applicable local, state and federal taxes; and three-fourths (75%) to penalties and other non-wage  
9 items from which no taxes will be withheld. The Settlement Administrator will issue to each  
10 Settlement Class Member an Internal Revenue Service Form W-2 and comparable state forms  
11 with respect to the wage allocation and a Form 1099 with respect to the penalties and other non-  
12 wage items allocation.

13 (e) Service Payments to Class Representative: Class Counsel will apply to  
14 the Court for approval of Service Payments in an amount not to exceed fifteen thousand dollars  
15 (\$15,000.00) to be paid to each Class Representative. Defendant agrees not to oppose this  
16 request. The amount, if any, awarded to each Class Representative as a Service Payment will be  
17 set by the Court in its discretion, not to exceed \$15,000 for each Class Representative. The  
18 Service Payments to the Class Representatives is included in, and shall be paid out from, the  
19 Gross Settlement Amount. The Settlement Administrator will issue each Class Representative an  
20 IRS Form 1099 in connection with this Service Payment. The Class Representatives shall be  
21 solely and legally responsible for paying any and all applicable taxes on the Service Payment.  
22 The Parties agree that any amount awarded as Service Payments to the Class Representatives less  
23 than the requested amount shall not be a basis for Class Counsel or the Class Representatives to  
24 void the Settlement. Should the Court approve a lesser amount for the Service Payments, the  
25 difference shall be added to the Net Settlement Amount to be distributed to the Participating  
26 Class Members.

27 (f) Attorneys' Fees and Costs: Defendant agrees to not oppose a request by  
28 Class Counsel to the Court for an award of attorneys' fees of up to one-third of the Gross

1 Settlement Amount, or \$800,000, plus reasonable litigation costs not to exceed \$100,000. Any  
2 attorneys' fees awarded by the Court shall be allocated as follows: (i) 50% to Matern Law  
3 Group, PC; (ii) 20% to The Spivak Law Firm and United Employees Law Group; (iii) 15% to  
4 Aegis Law Firm, PC; and (iv) 15% to Law Offices of Todd M. Friedman, P.C. Defendant agrees  
5 not to oppose any contention by Class Counsel that attorneys' fees should be based on the  
6 common fund theory. Attorneys' fees and costs are included in, and shall be paid out from, the  
7 Gross Settlement Amount. The ultimate amount of any attorneys' fees and costs awarded to  
8 Class Counsel is to be determined by the Court, and Defendant is not agreeing to pay any  
9 specific amount other than the amount awarded by the Court. Should the Court approve a lesser  
10 amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement  
11 Amount to be distributed to the Participating Class Members. Any Court order awarding less  
12 than the amount sought by Class Counsel shall not be grounds to rescind the Settlement  
13 Agreement or otherwise void the Settlement. While Class Counsel retains the right to appeal any  
14 such reductions, such appeal will delay Defendant's obligation to make all payments set forth in  
15 this Agreement. All claims for attorneys' fees and costs that Class Counsel, Plaintiffs and the  
16 Settlement Class Members may possess against Defendant have been compromised and resolved  
17 in this Settlement and shall not be affected by any appeal that Class Counsel may file. The  
18 Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount  
19 of attorneys' fees and costs awarded by the Court. The Parties agree that, over and above the  
20 total amount of any attorneys' fees and costs awarded to Class Counsel pursuant to this  
21 Paragraph 48(f), Plaintiffs and Defendant shall each bear their own fees and costs incurred by  
22 them or arising out of the Actions, the negotiation, execution and/or implementation of this  
23 Settlement, and/or the process of obtaining, administering or challenging a Preliminary  
24 Approval Order and/or Final Approval. The Parties will not seek reimbursement of any such fees  
25 and/or costs from any party to this Agreement or any of the Released Parties.

26 (g) Settlement Administration Costs: The fees and other charges of the  
27 Settlement Administrator will be paid from the Gross Settlement Amount not to exceed  
28 \$45,000.00 based on the all-in proposal provided by the Settlement Administrator. Settlement

1 Administration Costs are included in, and shall be paid out from, the Gross Settlement Amount.  
2 Any unapproved amount of Settlement Administration Costs shall be allocated to the Net  
3 Settlement Amount to be distributed to the Participating Class Members. Any Court order  
4 awarding Settlement Administration Costs less than the amount requested by Plaintiffs shall not  
5 be grounds to rescind the Settlement Agreement or otherwise void the Settlement.

6 (h) PAGA Penalties: Pursuant to California Labor Code Section 2698, *et seq.*,  
7 the Parties designate fifty thousand dollars (\$50,000.00) of the Gross Settlement Amount in  
8 satisfaction of Plaintiffs' claims on their behalf and on behalf of all PAGA Employees to resolve  
9 penalties under PAGA, to be paid from the Gross Settlement Amount, subject to Court approval.  
10 Of this amount, \$37,500 (75%) shall be paid to the LWDA and \$12,500 (25%) shall be paid to  
11 the PAGA Employees.

12 (i) Responsibility for Employer's Share of Payroll Taxes: As to that portion  
13 of the Settlement Class Members' settlement proceeds that constitutes wages, Defendant will be  
14 separately responsible for only its share of any employer payroll taxes, including the employer  
15 FICA, FUTA and SDI contributions, which shall not be paid from the Gross Settlement Amount.  
16 The Settlement Administrator shall provide Defendant an estimate of the employer's share of  
17 payroll taxes within five (5) calendar days of sending out the Class Notice. Upon calculation of  
18 each Participating Class Member's Settlement Share, and by three (3) calendar days after Final  
19 Approval (if not sooner), the Settlement Administrator shall advise Defendant of the amount of  
20 the employer's share of payroll taxes. Defendant will provide that amount to the Settlement  
21 Administrator within ten (10) business days after the Effective Date. The Settlement  
22 Administrator shall remit the employer payroll taxes due to the appropriate taxing authorities.

23 (j) Tax Liability: Class Counsel and Defendant make no representation as to the tax  
24 treatment or legal effect of payments called for hereunder, and Plaintiffs and the Settlement  
25 Class Members are not relying on any statement or representation by Class Counsel or Defendant  
26 in this regard. Plaintiffs and Participating Class Members understand and agree that they will be  
27 solely responsible for the payment of any taxes and penalties assessed on their respective  
28 payments described herein. The amount of federal income tax withholding will be based upon a

1 flat withholding rate for supplemental wage payments in accordance with Treas. Reg.  
2 § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made  
3 pursuant to applicable state and/or local withholding codes or regulations. Forms W-2 and/or  
4 Forms 1099 will be distributed at times and in the manner required by the Internal Revenue Code  
5 of 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations  
6 promulgated thereunder, or other applicable tax law is changed after the date of this Agreement,  
7 the processes set forth in this Section may be modified in a manner to bring Defendant into  
8 compliance with any such changes.

9 (k) CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS  
10 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY”  
11 AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING  
12 PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO  
13 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR  
14 DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND  
15 OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH  
16 COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE  
17 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES  
18 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
19 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS  
20 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX  
21 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO  
22 THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY  
23 OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT  
24 ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY  
25 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY  
26 THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO  
27 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION  
28 THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR

1 ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS  
2 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF  
3 THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING  
4 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

5 49. No Determination of Eligibility for Employee Benefits. Defendant will not use  
6 the Individual Settlement Amounts for determination of eligibility for, or calculation of, any  
7 employee benefits (*e.g.*, vacations, holiday pay, retirement plans, etc.) of the Participating Class  
8 Members, and Defendant will not modify the Participating Class Members' previously credited  
9 hours of service or other eligibility criteria under any employee pension benefit plan or employee  
10 welfare plan sponsored by Defendant, unless otherwise required by law. Rather, it is the Parties'  
11 intention that this Agreement will not affect any rights, contributions, or amounts to which any  
12 Settlement Class Members may be entitled under any benefit plans.

13 50. "Non-Reversionary" Settlement. Participating Class Members are entitled to  
14 100% of the Net Settlement Amount. This is a "non-reversionary" settlement. Under no  
15 circumstances will any portion of the Gross Settlement Amount revert to Defendant.  
16 Participating Class Members will not have to make a claim in order to receive an Individual  
17 Settlement Amount. Distributions, in the form of Individual Settlement Amounts, will be made  
18 directly to each Participating Class Member.

19 51. Class Counsel and Plaintiffs believe that the Settlement is fair and reasonable, and  
20 will so represent same to the Court.

21 **D. Release by the Settlement Class**

22 52. Upon entry of the Final Approval Order, and except as to such rights or claims as  
23 may be created by this Settlement Agreement, Plaintiffs and the Settlement Class (other than  
24 those who submit a valid and timely Request for Exclusion) will forever completely release and  
25 discharge the Released Parties from the Released Claims for the Release Period.

26 53. Each Settlement Class Member will be deemed to have made the foregoing  
27 Release as if by manually signing it. The Class Notice will advise all Settlement Class Members  
28



1 of the binding nature of the foregoing Release and such notice shall have the same force and  
2 effect as if the Agreement were executed by each Class Member.

3 54. Plaintiffs and Defendant intend that the Settlement described in this Agreement  
4 will Release and preclude any further claim, whether by lawsuit, administrative claim or action,  
5 arbitration, demand, or other action of any kind, by each and all of the Participating Class  
6 Members to obtain a recovery based on, arising out of, and/or related to any and all of the  
7 Released Claims. The Settlement Class Members shall be so notified in the Notice. This  
8 Settlement shall constitute, and may be pleaded as, a complete and total defense to any such  
9 Released Claims if raised in the future. This Paragraph 54 does not apply to any Settlement Class  
10 Member who timely and validly opts out of the Settlement, except that Settlement Class  
11 Members do not have the right to opt-out of the settlement of the PAGA claims.

12 55. The Class Representatives, on behalf of themselves and the Settlement Class,  
13 acknowledge and agree that the claims for unpaid wages and untimely payment of wages in the  
14 Actions, are disputed, and that the payments set forth herein constitute payment of all sums  
15 allegedly due to them. The Class Representatives, on behalf of themselves and the Settlement  
16 Class, acknowledge and agree that California Labor Code Sections 2804 and 206.5 are not  
17 applicable to the Parties hereto. Section 206.5 provides in pertinent part as follows:

18 An employer shall not require the execution of any release of any  
19 claim or right on account of wages due, or to become due, or made  
20 as an advance on wages to be earned, unless payment of those  
wages has been made.

21 **E. Release by the Class Representatives**

22 56. The Class Representatives do hereby, for themselves and for their respective  
23 spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,  
24 conservators, guardians, personal representatives, and assigns forever and completely release and  
25 discharge the Released Parties from any and all charges, complaints, claims, liabilities,  
26 obligations, promises, agreements, controversies, damages, actions, causes of action, suits,  
27 rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties,  
28 civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of

1 any nature whatsoever, from the beginning of time through the Preliminary Approval Date,  
2 whether known or unknown, suspected or unsuspected, including but not limited to all claims  
3 arising out of, based upon, or relating to the Class Representatives' employment with Defendant  
4 or the remuneration for or termination of such employment.

5 57. The Class Representatives expressly waive and relinquish all rights and benefits  
6 afforded by Section 1542 of the Civil Code of the State of California and do so understanding  
7 and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil  
8 Code of the State of California states:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT  
10 THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR  
11 SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF  
12 EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR  
13 HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER  
14 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

13 **F. Interim Stay of Proceedings**

14 58. The Parties agree to a stay of all proceedings in the Actions referenced in Section  
15 A.1 above while the Parties carry out the Settlement through a state court approval process,  
16 except such as are necessary to effectuate the Settlement. Within 10 days of the execution of this  
17 Agreement, Class Counsel agree to file notices of settlement in all of the referenced Actions,  
18 requesting from the court a stay of all proceedings while the Parties carry out the Settlement. If  
19 for any reason, the state court does not approve the Settlement or the Settlement is terminated for  
20 any other reason, the Parties agree that Class Counsel will promptly dismiss the Consolidated  
21 Complaint and Defendant will not be deemed to have waived federal court jurisdiction by  
22 participating in the settlement approval process.

23 **G. Notice Process**

24 59. Appointment of Settlement Administrator. The Parties have agreed to the  
25 appointment of the Settlement Administrator to perform the duties of a settlement administrator,  
26 including calculating Individual Settlement Amounts, mailing the Notice, using standard devices  
27 to obtain forwarding addresses, independently reviewing and verifying documentation associated  
28 with any claims or opt-out requests, resolving any disputes regarding the calculation or

1 application of the formula for determining the Individual Settlement Amounts, drafting and  
2 mailing the settlement checks to Participating Class Members and PAGA Employees, issuing W-  
3 2 and 1099 Tax Forms, and performing all such other tasks as set forth herein or as the Parties  
4 mutually agree or that the Court orders. The Settlement Administrator shall also be responsible  
5 for calculating, withholding from the Individual Settlement Amounts, and remitting to applicable  
6 government agencies sufficient amounts, if any, as may be owed by Participating Class Members  
7 for applicable employee taxes, as well as for issuing any other tax forms as may be required by  
8 law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be  
9 responsible for setting up all necessary tax accounts, preparing and sending all notices, and  
10 forwarding all payroll taxes, notices, and penalties to the appropriate government authorities.

11       60.     Disputes Regarding Settlement Administration. Any and all disputes relating to  
12 administration of the Settlement by the Settlement Administrator (except for disputes regarding  
13 Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction  
14 over the terms and conditions of this Settlement Agreement, until Plaintiffs and Defendant notify  
15 the Court that all payments and obligations contemplated by this Settlement Agreement have  
16 been fully carried out. Prior to presenting any issue to the Court, counsel for the Parties will  
17 confer in good faith to resolve the dispute without the necessity of Court intervention and shall  
18 submit the dispute to mediator Tripper Ortman, who will attempt to resolve the dispute between  
19 the Parties.

20       61.     CAFA Notice. Within ten (10) days after filing of the Motion for Preliminary  
21 Approval, Defendant shall serve the CAFA Notice.

22       62.     Class Data. Within twenty-one (21) calendar days after entry of the Preliminary  
23 Approval Order, Defendant shall provide to the Settlement Administrator the Class Data. The  
24 Settlement Administrator will run a check of the Settlement Class Members' addresses against  
25 those on file with the U.S. Postal Service's National Change of Address List. The Class Data  
26 provided to the Settlement Administrator will remain confidential and will not be used or  
27 disclosed to anyone else, including Class Counsel, except as required by applicable tax  
28 authorities, pursuant to Defendant's express written consent, or by order of the Court. The

1 Settlement Administrator shall represent and warrant that it will: (a) provide reasonable and  
2 appropriate administrative, physical, and technical safeguards for any personally identifiable  
3 information (“PII”) which it receives from Defendant, and (b) promptly provide Defendant with  
4 notice if PII is subject to unauthorized access, use, disclosure, modification or destruction.

5       63.    Notice. The Notice, as approved by the Court, shall be sent by the Settlement  
6 Administrator to the Settlement Class Members, by first class mail, in English and Spanish,  
7 within ten (10) calendar days following the Settlement Administrator’s receipt of the Class Data.  
8 The Settlement Administrator shall use standard devices, including a skip trace, to obtain  
9 forwarding addresses of Settlement Class Members if any envelopes with Notices are returned.

10       64.    Returned Notices. The Settlement Administrator will take reasonable steps to  
11 ensure that the Notice is sent to all Settlement Class Members, including utilization of the  
12 National Change of Address Database maintained by the United States Postal Service to review  
13 the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class  
14 Member for whom an updated address is located within ten (10) calendar days following both  
15 the Settlement Administrator learning of the failed mailing and its receipt of the updated address.  
16 The Notice shall be identical to the original Notice, except that it shall notify the Class Member  
17 that the exclusion (opt-out) request or objection must be returned by the later of the Notice  
18 Response Deadline or fifteen (15) days after the remailing of the Notice. However, any Notices  
19 that are returned more than fifteen (15) days after the Notice Response Deadline will be re-  
20 mailed if an updated mailing address is located within ten (10) days following both the  
21 Settlement Administrator learning of the failed mailing and its receipt of an updated address, but  
22 such Notices shall not have any additional extended or additional objection or opt-out period.

23       65.    Disputes Regarding Class Data. Settlement Class Members are deemed to  
24 participate in the Settlement, unless they timely and validly opt-out. The Notice will inform each  
25 Settlement Class Members of his/her estimated Individual Settlement Amount and his/her  
26 number of Weeks Worked. Settlement Class Members may dispute their Weeks Worked if they  
27 believe they worked more Work Weeks in the Class Period in California than Defendant’s  
28 records show by timely submitting evidence to the Settlement Administrator. Defendant’s

1 records will be presumed determinative absent reliable evidence to rebut Defendant's records,  
2 but the Settlement Administrator will evaluate the evidence submitted by the Class Member and  
3 provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and  
4 confer in good faith about the evidence to determine the Class Member's actual number of  
5 Weeks Worked and estimated Individual Settlement Amount. If Class Counsel and Defense  
6 Counsel are unable to agree, they agree to submit the dispute to the Settlement Administrator to  
7 render a final decision. The Settlement Administrator's determination is final and binding  
8 without a right of appeal. Except as noted above for returned and re-mailed Notices, Settlement  
9 Class Members will have until the Notice Response Deadline to dispute Weeks Worked, object  
10 or opt out, unless extended by the Court.

11         66.     Declaration of Due Diligence. The Settlement Administrator shall provide  
12 counsel for the Parties, at least twenty-five (25) calendar days prior to the final approval hearing,  
13 a declaration of due diligence and proof of mailing with regard to the mailing of the Notice that  
14 includes the results of the Settlement Administrator's mailings, including re-mailing efforts,  
15 Settlement Class Members' responses to the mailings and additional information deemed  
16 necessary to approve the Settlement.

17         67.     Settlement Class Members' Rights. Each Settlement Class Member will be fully  
18 advised of the Settlement, the ability to object to the settlement, and the ability to opt-out or  
19 request exclusion from the Settlement, except as to the PAGA portion of the Settlement. The  
20 Notice will inform the Settlement Class Members of the Court-established deadlines for filing  
21 objections or requesting exclusion from the Settlement in accordance with the following  
22 guidelines:

23                 (a)     Requests for Exclusion. Any Settlement Class Member, other than the  
24 Class Representatives, may request to be excluded from the Settlement Class, except as to the  
25 PAGA portion of the Settlement, by submitting a "Request for Exclusion" to the Settlement  
26 Administrator, postmarked on or before the Notice Response Deadline. The Request for  
27 Exclusion should state:

28                         "I WISH TO BE EXCLUDED FROM THE SETTLEMENT  
                              CLASS IN THE MAYNOR v. WESTERN REFINING RETAIL

1           LAWSUIT. I UNDERSTAND THAT BY ASKING TO BE  
2           EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT  
3           RECEIVE A SETTLEMENT PAYMENT AS A CLASS  
4           MEMBER.”

5           Any Request for Exclusion must include the full name, address, telephone number, last  
6           four digits of the social security number or date of birth, and signature of the Settlement Class  
7           Member requesting exclusion. The Request for Exclusion must be returned by mail to the  
8           Settlement Administrator at the specified address and must be postmarked before the Notice  
9           Response Deadline or as otherwise extended for re-mailed Notices. Any such Request must be  
10          made in accordance with the terms set forth in the Notice. A Request for Exclusion will be  
11          timely only if postmarked by the Notice Response Deadline or as otherwise extended for re-  
12          mailed notices, unless the Parties otherwise agree in writing. Any Settlement Class Member who  
13          timely requests exclusion in compliance with these requirements: (i) will not have any rights  
14          under this Agreement, including the right to object, appeal or comment on the Settlement; (ii)  
15          will not be entitled to receive any payments under this Agreement, except as to their portion of  
16          the PAGA penalties; and (iii) will not otherwise be bound by this Agreement, or the Judgment.  
17          The Parties agree that there is no statutory right for any PAGA Employee to object, opt out or  
18          otherwise exclude themselves from the PAGA portion of the Settlement.

19          (b)     Binding Effect on Final Settlement Class Members. Except for those  
20          Settlement Class Members who timely and validly opt out and exclude themselves in compliance  
21          with the procedures set forth above, all Settlement Class Members will: (i) be deemed to be  
22          Participating Class Members for all purposes under this Agreement; (ii) will be bound by the  
23          terms and conditions of this Agreement, the Judgment, and the Releases set forth herein; and (iii)  
24          except as otherwise provided herein, will be deemed to have waived all objections and  
25          oppositions to the fairness, reasonableness, and adequacy of the Settlement.

26          (c)     Objections to Settlement. Any Settlement Class Member, other than the  
27          Class Representatives, may object to the terms of this Agreement. To object, a Settlement Class  
28          Member shall inform the Settlement Administrator, in writing, of his or her objection which must  
                be postmarked by the Notice Response Deadline at the address set forth in the Notice. Such  
                objection shall include the full name, address, telephone number, dates of employment with

1 Defendant of the Objecting Settlement Class Member, the case name and number, the basis for  
2 the objection, including any legal support and each specific reason in support of the objection, as  
3 well as any documentation or evidence in support thereof, and, if the Objecting Settlement Class  
4 Member is represented by counsel, the name and address of his or her counsel. If any Objecting  
5 Settlement Class Member wishes to speak at the Final Approval Hearing, that Objecting  
6 Settlement Class Member's written submission should include a request to be heard, and the  
7 Court will determine whether Objecting Settlement Class Members will be permitted to speak.  
8 Any attorney who intends to represent an individual objecting to the Settlement must file a notice  
9 of appearance with the Court and serve counsel for all parties on or before the Notice Response  
10 Deadline. The Settlement Administrator shall provide objections, if any, to Class Counsel and  
11 Defense Counsel within three (3) days of receipt, and the Settlement Administrator shall attach  
12 the same to its declaration of due diligence and file with the Court prior to the Final Approval  
13 Hearing. Any Participating Class Member who files an objection remains eligible to receive  
14 monetary compensation from the Settlement. If a Class Member timely submits both an  
15 objection and a Request for Exclusion, the objection will be considered invalid. Plaintiffs and  
16 Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class  
17 Member and/or his or her counsel related to any objections to the Settlement. Submitting an  
18 objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is  
19 preserved by becoming a party of record by timely and properly intervening or filing a motion to  
20 vacate the judgment.

21 (d) Failure to Object. Any Settlement Class Member who desires to object  
22 but fails to timely submit a written objection waives any right to object and will be foreclosed  
23 from making any objection to this Settlement. Any Settlement Class Member who does not  
24 timely and properly become a party of record by intervening or filing a motion to vacate the  
25 judgment waives any and all rights to appeal from the Judgment, including all rights to any post-  
26 judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for  
27 new trial, and extraordinary writs.

1 (e) Responses to Objections. Counsel for the Parties may file a response to  
2 any objections submitted by Objecting Settlement Class Members at least five (5) court days  
3 before the date of the Final Approval Hearing.

4 68. Settlement Class Members will have until the Notice Response Deadline to object  
5 or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement  
6 Administrator shall disclose jointly to Class Counsel and Defendant's counsel what objections or  
7 Requests for Exclusion were timely and validly submitted on a weekly basis, and upon the  
8 request of Class Counsel or Defense Counsel. Within seven (7) days of the Notice Response  
9 Deadline, the Settlement Administrator will provide to Class Counsel and Defendant's counsel a  
10 final report listing the number of Settlement Class Members who submitted objections or  
11 Requests for Exclusion.

12 69. Funding of the Gross Settlement Amount. Defendant shall make a one-time  
13 deposit into the QSF of the Gross Settlement Amount within ten (10) business days after the  
14 Effective Date and separately pay its share of payroll taxes. Upon Defendant's transfer of the  
15 Gross Settlement Amount to the QSF, Defendant, the Released Parties and Defendant's Counsel  
16 shall have no further monetary liability or financial responsibility to Class Counsel, Plaintiffs,  
17 Settlement Class Members, the Settlement Administrator, or any vendors or third parties  
18 employed by Plaintiffs, Class Counsel, and/or the Settlement Administrator in connection with  
19 the Actions. Defendant shall not be obligated to make any payments contemplated by this  
20 Agreement unless and until the Court enters the Final Approval Order and Final Judgment, and  
21 after the Effective Date of the Agreement.

22 70. Distribution of Funds. No later than ten (10) calendar days after the deposit of the  
23 Gross Settlement Amount into the QSF, the Settlement Administrator will mail the payments to  
24 the Participating Class Members, the payment for the attorneys' fees and costs to Class Counsel,  
25 any Service Payments to the Class Representatives, the payment to the LWDA for PAGA  
26 penalties, and will pay itself the Settlement Administration Costs.

27 71. Deadline for Cashing Settlement Checks. Settlement Class Members shall have  
28 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks.



1 If any Settlement Class Member's check is not cashed within that period, the check will be void  
2 and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed  
3 funds to the California State Controller's Office in the name of the Settlement Class Member,  
4 unless the Court directs the Parties to issue the unpaid residue to some other fund. The Release  
5 will be binding upon all Participating Class Members who do not cash their checks within the  
6 180-day period. In the event that any settlement check is returned to the Settlement  
7 Administrator within 180 days of mailing, the Settlement Administrator will, within five (5)  
8 business days of receipt of the returned settlement check, perform a skip trace to locate the  
9 individual, and notify Defense Counsel and Class Counsel of the results. If a new address is  
10 located by these means, the Administrator will have ten (10) business days to re-issue the check.  
11 Neither Defendant, Defendant's Counsel, Class Counsel, Plaintiffs, nor the Settlement  
12 Administrator will have any liability for lost or stolen settlement checks, forged signatures on  
13 settlement checks, or unauthorized negotiation of settlement checks. Without limiting the  
14 foregoing, in the event a Settlement Class Member notifies the Settlement Administrator that he  
15 or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall  
16 immediately stop payment on such check. If the check in question has not been negotiated prior  
17 to the stop payment order, the Settlement Administrator will issue a replacement check. No  
18 person shall have any claim against the Settlement Administrator, Defendant, Class Counsel,  
19 Defendant's Counsel, or any other agent designated by Plaintiffs or Defendant based upon the  
20 distribution of Individual Settlement Payments made substantially in accordance with this  
21 Agreement or further orders of the Court.

22 **H. Duties of the Parties Prior to the Court's Approval**

23 72. Promptly after execution of this Settlement Agreement, Class Counsel will file the  
24 Consolidated Complaint in the Superior Court for San Bernardino County for settlement  
25 approval purposes only. The Consolidated Complaint shall include all claims, allegations, and  
26 legal theories set forth in the Actions listed in Section A.1 above, as well as all claims,  
27 allegations, and legal theories raised during mediation, such as claims for split shift premiums  
28 and reporting time pay. Thereafter, and after providing Defendant's Counsel with ten (10)

1 business days for review and comment, Plaintiffs will move the Court for Preliminary Approval  
2 of this Settlement and entry of the Preliminary Approval Order accomplishing the following, and  
3 submit the proposed settlement to the LWDA at the same time in compliance with Labor Code  
4 § 2699(l):

5 (a) Scheduling the Final Approval Hearing on the issue of whether this  
6 Settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class  
7 Members and a hearing on fees, costs and the Service Payments;

8 (b) Approving as to form and content the proposed Notice, attached hereto as  
9 Exhibit A;

10 (c) Directing the mailing of the Notice by first class mail to the Settlement  
11 Class Members;

12 (d) Preliminarily approving this Settlement and the terms set forth in this  
13 Agreement; and

14 (e) Preliminarily certifying the class solely for purposes of this Settlement.

15 73. Confidentiality and Communications. Neither Plaintiffs nor Class Counsel shall  
16 issue any press release or announcement of any kind related in any way to the Settlement.

17 Plaintiffs and Class Counsel further agree that, prior to filing for preliminary approval of the  
18 Settlement, they will keep the terms of the Settlement confidential except for purposes of  
19 communicating with Plaintiffs only. Plaintiffs shall be informed that the Settlement is  
20 confidential and shall be advised to keep the Settlement confidential. From and after the filing of  
21 the motion for preliminary approval, Plaintiffs and Class Counsel may: (1) as required by law;  
22 (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and  
23 responsibilities as Class Counsel, comment regarding the specific terms of the Settlement. In all  
24 other cases, Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the  
25 settlement, whether oral, written or electronic, to say the Actions have been resolved and that  
26 Plaintiffs and Class Counsel are satisfied with the settlement terms. Notwithstanding the above,  
27 Class Counsel may list public information about the Actions in their declarations listing their  
28 qualifications to act as counsel in other cases, and Defendant may disclose this Settlement in

1 connection with its public earnings disclosures. Nothing in this Paragraph is intended to  
2 interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class  
3 Counsel, including but not limited to, communicating with the Settlement Class about the  
4 Settlement.

5 **I. Duties of the Parties Following Court's Final Approval**

6 74. In connection with the Final Approval Hearing provided for in this Settlement  
7 Agreement, after providing Defendant's Counsel with five (5) business days for review and  
8 comment, Class Counsel shall submit a proposed Final Approval Order:

9 (a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and  
10 adequate, and directing consummation of its terms and provisions;

11 (b) Approving Class Counsel's application for an award of attorneys' fees and  
12 reimbursement of litigation costs and expenses, the Service Payments to the Class  
13 Representatives, and the payment to the Settlement Administrator for costs of administering the  
14 settlement; and

15 (c) Entering judgment approving the Settlement, thereby permanently barring all  
16 Settlement Class Members and PAGA Employees from prosecuting any Released Claims against  
17 any of the Released Parties.

18 75. Waiver of Appeal. Subject to the Preliminary Approval Order and Final  
19 Approval, Plaintiffs and all Settlement Class Members, except those Settlement Class Members  
20 who timely and properly intervene or file a motion to vacate the Judgment, expressly waive the  
21 right to appeal.

22 76. Dismissal of the Actions. After the Court issues the Final Approval Order, the  
23 Parties agree that the Actions listed in Section A.1 above shall be dismissed with prejudice. To  
24 facilitate dismissal, the Parties agree to prepare and file joint stipulations of voluntary dismissal  
25 with prejudice in each Action within ten (10) calendar days of the Effective Date of the  
26 Settlement. Class Counsel will submit a copy of the court's judgment to the LWDA within 10  
27 days after entry of the judgment in compliance with Labor Code § 2699(1)(3).

28 ///

1 **J. Voiding the Agreement**

2 77. If the Court fails or refuses to issue the Final Approval Order or fails to approve  
3 any material condition of this Settlement Agreement, except as otherwise specifically noted  
4 herein, which effects a fundamental change of the Settlement, and the Parties do not mutually  
5 agree to such fundamental change, the entire Settlement Agreement shall be rendered voidable  
6 and unenforceable as to all Parties herein at the option of either Party. Material conditions  
7 include any modification to the definitions of the Gross Settlement Amount, Settlement Class,  
8 Class Period, Released Claims, and/or Released Parties.

9 78. Impact of Timely and Valid Requests for Exclusion. If either (a) 10% or more of  
10 the Settlement Class, or (b) a number of Settlement Class Members whose share of the Net  
11 Settlement Amount is 10% or more timely submit valid Requests for Exclusion, then within  
12 fifteen (15) calendar days after the Settlement Administrator notifies the Parties of the final  
13 number of opt-outs, Defendant may, at its election, rescind this Settlement Agreement. If  
14 Defendant exercises this option, it will be responsible for the Settlement Administration Costs  
15 incurred to date and for the cost of notifying the Settlement Class of the rescission.

16 79. Impact of Class Size Increase. If the total number of Settlement Class Members  
17 exceeds 8,115 by more than 10%, Defendant has the option to increase the Gross Settlement  
18 Amount pro rata per additional Settlement Class Member that is above the 10%. If Defendant  
19 elects not to exercise its option to increase the Gross Settlement Amount, then Plaintiffs will  
20 have the option to rescind the Settlement. If, in that scenario, Plaintiffs exercise the option to  
21 rescind, Plaintiffs and Defendant shall share equally in paying all Settlement Administration  
22 Costs incurred by the Settlement Administrator up to the date of Plaintiffs' notice to rescind. In  
23 the event the Settlement is terminated, the Parties shall proceed in all respects as if this  
24 Settlement Agreement had not been executed and Plaintiffs will promptly dismiss the  
25 Consolidated Complaint.

26 80. If for any reason the Effective Date does not occur, the Settlement shall be null  
27 and void and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall  
28 be vacated; Plaintiffs and Defendant will have no further obligations under the Settlement,

1 including any obligation by Defendant to pay the Settlement Amount, or any amounts that  
2 otherwise would have been owed under this Settlement; the Parties will be returned to the status  
3 quo prior to entering this Agreement, and the Parties do not waive, and instead expressly reserve,  
4 their respective rights to prosecute and defend the Actions as if this Agreement never existed. In  
5 such event, the Agreement and all negotiations, court orders and proceedings relating thereto  
6 shall be without prejudice to the rights of any and all Parties hereto, and evidence relating to the  
7 Agreement and all negotiations shall not be admissible or discoverable in the Actions or  
8 otherwise.

9 81. If for any reason the Effective Date does not occur, any costs incurred by the  
10 Settlement Administrator shall be borne equally by Defendant and Plaintiffs, unless otherwise  
11 expressly specified in this Agreement.

12 82. If for any reason the Court does not approve the settlement and the Effective Date  
13 does not occur, Plaintiffs agree to dismiss with prejudice the Consolidated Complaint filed in  
14 state court for settlement approval purposes only.

15 **K. Other Terms**

16 83. Waiver. The waiver by one Party of any breach of this Agreement by another  
17 Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

18 84. Parties' Authority. The signatories hereto represent that they are fully authorized  
19 to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions  
20 hereof.

21 85. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to  
22 accomplish the terms of this Settlement Agreement, including but not limited to, execution of  
23 such documents and to take such other action as may reasonably be necessary to implement the  
24 terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their  
25 best efforts, including all efforts contemplated by this Settlement Agreement and any other  
26 efforts that may become necessary by order of the Court, or otherwise, to effectuate this  
27 Settlement Agreement and the terms set forth herein. As soon as practicable after execution of  
28 this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of

1 Defendant and Defendant's counsel, take all necessary steps to secure the Court's preliminary  
2 and final approval of the settlement, and the final entry of judgment.

3 86. No Prior Assignments. The Parties hereto represent, covenant, and warrant that  
4 they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign,  
5 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,  
6 cause of action or rights Released and discharged by this Settlement Agreement.

7 87. No Admission of Liability. The Parties enter into this Agreement to resolve the  
8 disputes that have arisen between them and to avoid the burden, expense and risk of continued  
9 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies any  
10 and all liability to Plaintiffs and/or any Settlement Class Member and/or PAGA Employee in the  
11 Actions, as to any and all causes of action that were asserted or that might have been asserted in  
12 the Actions. Nonetheless, Defendant wishes to settle and compromise the matters at issue in the  
13 Actions to avoid further substantial expense and the inconvenience and distraction of protracted  
14 and burdensome litigation. Defendant has also taken into account the uncertainty and risks  
15 inherent in litigation, and without conceding any infirmity in the defenses that they have asserted  
16 or could assert against Plaintiffs, have determined that it is desirable and beneficial that  
17 Plaintiffs' claims be settled in the manner and upon the terms and conditions set forth in this  
18 Agreement.

19 88. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval  
20 Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be  
21 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part  
22 of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into  
23 this Settlement Agreement with the intention of avoiding further disputes and litigation with the  
24 attendant inconvenience and expenses. This Settlement Agreement is a settlement document,  
25 and it, along with all related documents such as the notice, and motions for preliminary and final  
26 approval, shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of  
27 Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to  
28 approve the settlement, and/or interpret or enforce this Settlement Agreement. The stipulation

1 for class certification as part of this Settlement Agreement is for settlement purposes only and if,  
2 for any reason the settlement is not approved, the stipulation will be of no force or effect.

3 89. Notices. Unless otherwise specifically provided herein, all notices, demands or  
4 other communications given by the Parties to each other hereunder shall be in writing and shall  
5 be deemed to have been duly given as of the third business day after mailing by United States  
6 registered or certified mail, return receipt requested, addressed:

7 To the Settlement Class:

8 David G. Spivak  
9 The Spivak Law Firm  
10 8605 Santa Monica Bl  
11 PMB 42554  
12 West Hollywood CA 90069  
13 [david@spivaklaw.com](mailto:david@spivaklaw.com)  
14 Telephone (213) 725-9094  
15 Facsimile (213) 634-2485

16 To Defendant:

17 Matt Light  
18 Shook, Hardy & Bacon LLP  
19 2049 Century Park East, Suite 3000  
20 Los Angeles, CA 90067  
21 Tel: (424) 285-8330  
22 Fax: (414) 204-9093  
23 [mlight@shb.com](mailto:mlight@shb.com)

24 90. Construction. The Parties hereto agree that the terms and conditions of this  
25 Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the  
26 Parties and that this Settlement Agreement shall not be construed in favor of or against any Party  
27 by reason of the extent to which any Party or his or its counsel participated in the drafting of this  
28 Settlement Agreement. Plaintiffs and Defendant expressly waive the common-law and statutory  
rule of construction that ambiguities should be construed against the drafter of an agreement and  
further agree, covenant, and represent that the language in all parts of this Agreement shall be in  
all cases construed as a whole, according to its fair meaning.

91. Captions and Interpretations. Paragraph titles or captions contained herein are  
inserted as a matter of convenience and for reference, and in no way define, limit, extend, or

1 describe the scope of this Settlement Agreement or any provision hereof. Each term of this  
2 Settlement Agreement is contractual and not merely a recital.

3 92. Modification. This Settlement Agreement may not be changed, altered, or  
4 modified, except in writing and signed by the Parties hereto, and approved by the Court. This  
5 Settlement Agreement may not be discharged except by performance in accordance with its  
6 terms or by a writing signed by all of the Parties hereto.

7 93. Dispute Resolution. Prior to instituting legal action to enforce the provisions of  
8 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall  
9 provide written notice to the other Party and allow thirty (30) calendar days to cure the alleged  
10 deficiencies, and Plaintiffs and Defendant agree to seek the help of mediator Tripper Ortman to  
11 resolve any dispute that they are unable to resolve informally. During this period, the Parties  
12 shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action  
13 or other proceeding instituted by any person or entity other than Plaintiffs or Defendant.

14 94. Choice of Law. This Settlement Agreement shall be governed by and construed,  
15 enforced and administered in accordance with the laws of the State of California, without regard  
16 to its conflicts-of-law rules.

17 95. Reservation of Jurisdiction. After entry of the Judgment, the Court approving the  
18 settlement will have continuing jurisdiction solely for purposes of addressing: (i) the  
19 interpretation and enforcement of the terms of the Settlement, (ii) settlement administration  
20 matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set  
21 forth in this Agreement.

22 96. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms  
23 and conditions of this Agreement. This Agreement shall not be construed more strictly against  
24 one Party than another merely by virtue of the fact that it may have been prepared by counsel for  
25 one of the Parties, it being recognized that, because of the arms-length negotiations between the  
26 Parties, all Parties have contributed to the preparation of this Agreement.

27 97. Integration Clause. This Settlement Agreement contains the entire agreement  
28 between the Parties relating to the settlement and transaction contemplated hereby, and all prior



1 or contemporaneous agreements, understandings, representations, and statements, whether oral  
2 or written and whether by a Party or such Party’s legal counsel, are merged herein. This  
3 Agreement supersedes all prior agreements of the Parties concerning settlement of the Action,  
4 including the Memorandum of Agreement signed by the Parties after the mediation. Except those  
5 set forth and included expressly in this Agreement, there are no other agreements, covenants,  
6 promises, representations or arrangements between the Parties with respect to the Settlement of  
7 the Action and the Released Claims against the Released Parties. No rights hereunder may be  
8 waived, except in writing.

9            98. Binding On Assigns. This Settlement Agreement shall be binding upon and inure  
10 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,  
11 successors and assigns.

12            99. Signatures of All Settlement Class Members Unnecessary to be Binding. It is  
13 agreed that, with the exception of the Class Representatives, because the members of the  
14 Settlement Class are numerous, it is impossible or impractical to have each Settlement Class  
15 Member execute this Settlement Agreement. The Notice will advise all Settlement Class  
16 Members of the binding nature of the Release provided herein and such shall have the same force  
17 and effect as if this Settlement Agreement were executed by each Settlement Class Member.

18            100 Counterparts. This Settlement Agreement may be executed in counterparts, and  
19 when each Party has signed and delivered at least one such counterpart, each counterpart shall be  
20 deemed an original, and, when taken together with other signed counterparts, shall constitute one  
21 fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties.  
22 Electronic signatures shall have the same force and effect as an original.

**CLASS REPRESENTATIVES:**

25            07 / 01 / 2022  
26 Dated: June \_\_\_, 2022



\_\_\_\_\_  
Alejandro Caballero

28 Dated: June \_\_\_, 2022

\_\_\_\_\_  
Alex Caballero

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23  
24 **CLASS REPRESENTATIVES:**

25  
26 Dated: June \_\_\_\_, 2022

\_\_\_\_\_  
Alejandro Caballero

27  
28 07 / 05 / 2022  
Dated: June \_\_\_\_, 2022

\_\_\_\_\_  
  
Alex Caballero

06 / 29 / 2022

Dated: June \_\_, 2022



Amia Dilworth

07 / 01 / 2022

Dated: June \_\_, 2022



Noura Major

Dated: June \_\_, 2022

Elizabeth Hall

Dated: June \_\_, 2022

Shaniece Maynor

Dated: June 24, 2022



Delmar Schmidtberger (Jun 24, 2022 13:37 PDT)

Delmar Schmidtberger

Dated: June \_\_, 2022

Riaz Ahmed

**CLASS COUNSEL:**

06 / 30 / 2022  
Dated: June \_\_, 2022

THE SPIVAK LAW FIRM



DAVID G. SPIVAK,  
Attorneys for Plaintiffs  
AMIA DILWORTH, ALEX CABALLERO,  
ALEJANDRO CABALLERO, AND  
NORA MAJOR

06 / 30 / 2022  
Dated: June \_\_, 2022

UNITED EMPLOYEES LAW GROUP



WALTER L. HAINES,  
Attorneys for Plaintiffs  
AMIA DILWORTH, ALEX CABALLERO,  
ALEJANDRO CABALLERO, AND  
NORA MAJOR

1 Dated: June \_\_, 2022

\_\_\_\_\_  
Amia Dilworth

2

3 Dated: June \_\_, 2022

\_\_\_\_\_  
Noura Major

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6 Dated: June \_\_, 2022

\_\_\_\_\_  
Elizabeth Hall

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8 Dated: June <sup>22</sup> \_\_, 2022

DocuSigned by:  
*Shaniece Maynor*  
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\_\_\_\_\_  
Shaniece Maynor

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11 Dated: June \_\_, 2022

\_\_\_\_\_  
Delmar Schmidtberger

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14 Dated: June \_\_, 2022

\_\_\_\_\_  
Riaz Ahmed

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**CLASS COUNSEL:**

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18 Dated: June \_\_, 2022

THE SPIVAK LAW FIRM

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\_\_\_\_\_  
DAVID G. SPIVAK,  
Attorneys for Plaintiffs  
AMIA DILWORTH, ALEX CABALLERO,  
ALEJANDRO CABALLERO, AND  
NORA MAJOR

23

24 Dated: June \_\_, 2022

UNITED EMPLOYEES LAW GROUP

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WALTER L. HAINES,  
Attorneys for Plaintiffs  
AMIA DILWORTH, ALEX CABALLERO,  
ALEJANDRO CABALLERO, AND  
NORA MAJOR

1 Dated: June \_\_, 2022

\_\_\_\_\_  
Amia Dilworth

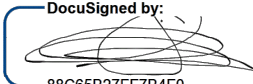
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3 Dated: June \_\_, 2022

\_\_\_\_\_  
Noura Major

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6 Dated: June <sup>23</sup> \_\_, 2022

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\_\_\_\_\_  
Elizabeth Hall

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8 Dated: June \_\_, 2022

\_\_\_\_\_  
Shaniece Maynor

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11 Dated: June \_\_, 2022

\_\_\_\_\_  
Delmar Schmidtberger

12

13 Dated: June \_\_, 2022

\_\_\_\_\_  
Riaz Ahmed

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**CLASS COUNSEL:**

17 Dated: June \_\_, 2022

THE SPIVAK LAW FIRM

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\_\_\_\_\_  
DAVID G. SPIVAK,  
Attorneys for Plaintiffs  
AMIA DILWORTH, ALEX CABALLERO,  
ALEJANDRO CABALLERO, AND  
NORA MAJOR

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22

23 Dated: June \_\_, 2022

UNITED EMPLOYEES LAW GROUP

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\_\_\_\_\_  
WALTER L. HAINES,  
Attorneys for Plaintiffs  
AMIA DILWORTH, ALEX CABALLERO,  
ALEJANDRO CABALLERO, AND  
NORA MAJOR

27

28

1 Dated: June \_\_\_\_, 2022

\_\_\_\_\_  
Amia Dilworth

3 Dated: June \_\_\_\_, 2022

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Noura Major

6 Dated: June \_\_\_\_, 2022

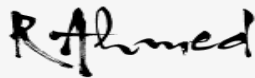
\_\_\_\_\_  
Elizabeth Hall

8 Dated: June \_\_\_\_, 2022

\_\_\_\_\_  
Shaniece Maynor

11 Dated: June \_\_\_\_, 2022

\_\_\_\_\_  
Delmar Schmidtberger



13 Dated: June **23**, 2022

\_\_\_\_\_  
Riaz Ahmed

**CLASS COUNSEL:**

17 Dated: June \_\_\_\_, 2022

THE SPIVAK LAW FIRM

\_\_\_\_\_  
DAVID G. SPIVAK,  
Attorneys for Plaintiffs  
AMIA DILWORTH, ALEX CABALLERO,  
ALEJANDRO CABALLERO, AND  
NORA MAJOR

23 Dated: June \_\_\_\_, 2022

UNITED EMPLOYEES LAW GROUP

\_\_\_\_\_  
WALTER L. HAINES,  
Attorneys for Plaintiffs  
AMIA DILWORTH, ALEX CABALLERO,  
ALEJANDRO CABALLERO, AND  
NORA MAJOR

1 Dated: June \_\_\_\_, 2022

AEGIS LAW FIRM, PC

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4 \_\_\_\_\_  
JESSICA L. CAMPBELL  
Attorneys for Plaintiffs  
5 ELIZABETH HALL and SHANIECE MAYNOR  
6


7 Dated: June \_\_\_\_, 2022

MATERN LAW GROUP, PC

8  
9 \_\_\_\_\_  
MATTHEW J. MATERN  
LAUNA ADOLPH  
Attorneys for Plaintiff  
10 DELMAR SCHMIDTBERGER  
11

12 Dated: June \_30\_, 2022

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

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14   
15 \_\_\_\_\_  
TODD M. FRIEDMAN  
Attorneys for Plaintiff  
16 RIAZ AHMED

17 Dated: June \_\_\_\_, 2022

**DEFENDANT:**

18  
19 \_\_\_\_\_  
Western Refining Retail, LLC

20 By: \_\_\_\_\_

21 Title: \_\_\_\_\_  
22

23 Dated: June \_\_\_\_, 2022

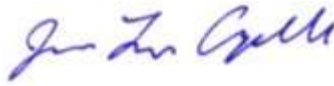
**DEFENDANT'S COUNSEL:**

24 SHOOK HARDY & BACON LLP  
25

26  
27 \_\_\_\_\_  
Matt Light  
Attorneys for Defendant  
28

1 Dated: June 29, 2022

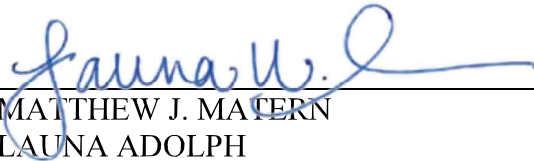
AEGIS LAW FIRM, PC



JESSICA L. CAMPBELL  
Attorneys for Plaintiffs  
ELIZABETH HALL and SHANIECE MAYNOR

7 Dated: June 24, 2022

MATERN LAW GROUP, PC



MATTHEW J. MATERN  
LAUNA ADOLPH  
Attorneys for Plaintiff  
DELMAR SCHMIDTBERGER

13 Dated: June \_\_, 2022

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

TODD M. FRIEDMAN  
Attorneys for Plaintiff  
RIAZ AHMED

17 Dated: June \_\_, 2022

**DEFENDANT:**

Western Refining Retail, LLC

By: \_\_\_\_\_

Title: \_\_\_\_\_

23 Dated: June \_\_, 2022

**DEFENDANT'S COUNSEL:**

SHOOK HARDY & BACON LLP

Matt Light  
Attorneys for Defendant



1 Dated: June \_\_, 2022

AEGIS LAW FIRM, PC

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JESSICA L. CAMPBELL  
Attorneys for Plaintiffs  
ELIZABETH HALL and SHANIECE MAYNOR

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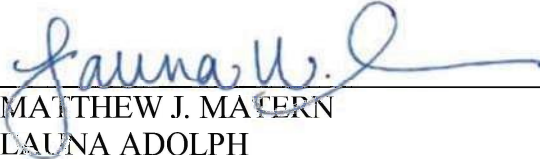
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7 Dated: June 24, 2022

MATERN LAW GROUP, PC

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MATTHEW J. MATERN  
LAUNA ADOLPH  
Attorneys for Plaintiff  
DELMAR SCHMIDTBERGER

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13 Dated: June \_\_, 2022

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

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TODD M. FRIEDMAN  
Attorneys for Plaintiff  
RIAZ AHMED

17

July 6, 2022

18 Dated: June \_\_, 2022

DEFENDANT:

DocuSigned by:  
*Lillian Kirstein*  
9A51F7FF42944C8...

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Western Refining Retail, LLC

20

By: Lillian Kirstein

21

Title: General Counsel, SVP, and Secretary

22

July 6, 2022

23 Dated: June \_\_, 2022

DEFENDANT'S COUNSEL:

24

SHOOK HARDY & BACON LLP

25

26



27

Matt Light  
Attorneys for Defendant

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