

## CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Johnnie Silvestre, Michelle Rodriguez, William Davis, and Michael Giulivo ("Plaintiffs") and Defendant Albertson's LLC ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

### 1. DEFINITIONS.

1.1 "Administrator" means Apex Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.2 "Administration Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses. Administration Expenses shall not exceed the estimate of the Administrator to administrate the settlement of the class.

1.3 "Class" means all individuals who were employed by Defendant in any store in the state of California as a non-exempt, hourly-paid employee at any time during the Class Period.

1.4 "Class Action" means the action titled *Johnnie Silvestre, et al.*, Los Angeles Superior Court, Case No. 22STCV13807.

1.5 "Class Counsel" means James Hawkins and Christina Lucio of James Hawkins APLC, Matthew Bainer of The Bainer Law Firm, and Michael Nourmand and James De Sario of The Nourmand Law Firm, APC.

1.6 "Class Counsel Costs" means the amount allocated to Class Counsel for reimbursement of reasonable litigation expenses, as documented in Class Counsel's billing statement, to be allocated among Class Counsel as agreed by and between Class Counsel.

1.7 "Class Counsel Fees" means the amount allocated to Class Counsel for reimbursement of reasonable attorneys' fees, which shall not exceed 33.33% of the Gross Settlement Amount, to be allocated among Class Counsel as agreed by and between Class Counsel. Pursuant to Class Counsel's Joint Prosecution Agreement, the fee award will be split as follows: 52.5% to James Hawkins APLC; 32.5% to The Nourmand Law Firm, APC; and 15% to the Bainer Law Firm.

1.8 "Class Data" means Class Member identifying information in Defendant's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9 "Class Member" or "Settlement Class Member" mean a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but

not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 "Class Notice" means the Court-approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from April 26, 2018, to December 31, 2023

1.13 "Class Representative" means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representatives.

1.14 "Class Representative Service Award" means the payment to each of the individual Plaintiffs for initiating the Consolidated Action and providing services in support of the Consolidated Action, in the amount of \$10,000 each (for a total of \$40,000).

1.15 "Consolidated Action" means the consolidated Class Action and PAGA Action with the PAGA action as the lead case. Plaintiffs and Defendants will stipulate to consolidate the Class Action and PAGA Action into the Consolidated Action.

1.16 "Court" means the Superior Court of California, County of Los Angeles.

1.17 "Defendant" means Albertson's LLC.

1.18 "Defense Counsel" means Payne & Fears LLP.

1.19 "Effective Date" means the date later of the following: (a) if no appeal of the Court's Final Approval Order is filed, the day after the deadline for filing any such appeal, or (b) if an appeal is filed, the day after the final resolution of the appeal and/or the expiration of any time period for any further appeal or judicial review, resulting in the final judicial approval of the Agreement.

1.20 "Final Approval" means the Court's order granting final approval of the Settlement.

1.21 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.22 "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.23 "Gross Settlement Amount" means \$3,000,000.00, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Settlement Payments, the PAGA Payment [as allocated to the LWDA and the Individual Aggrieved Employees], Class Counsel Fees, Class Counsel Costs, Class Representative Service Awards, and Administration Expenses.

The employer's share of payroll taxes shall not be paid from the Gross Settlement Amount and shall remain the sole responsibility of Defendant.

1.24 "Individual Settlement Payment" means the Class Member's pro rata share of the Net Settlement Amount calculated according to the number of workweeks worked during the Class Period.

1.25 "Individual PAGA Payment" means the PAGA Group member's pro rata share of 25% of the PAGA Payment calculated according to the number of pay periods worked during the PAGA Period.

1.26 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.27 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled to receive PAGA penalties under Labor Code section 2699.

1.28 "LWDA PAGA Payment" means 75% of the PAGA Payment paid to the LWDA. The total PAGA Payment is \$150,000, of which 75% will be paid to the LWDA and 25% will be paid to the PAGA Group.

1.29 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Payment, Class Representative Service Awards, Class Counsel Fees, Class Counsel Costs, and Administration Expenses. The remainder is to be paid to Class Members as Individual Settlement Payments.

1.30 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31 "Operative Complaint" means the complaint in Consolidated Action.

1.32 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33 "PAGA Action" means the action titled *Dontan Garner, et al. v. Albertsons LLC*, Los Angeles Superior Court, Case No. 21AVCV00910.

1.34 "PAGA Group" means all individuals who worked for Defendant in any store in the state of California as a non-exempt, hourly-paid employee at any time during the PAGA Period.

1.35 "PAGA Pay Period" means any pay period during which a PAGA Group member worked for Defendant for at least one day during the PAGA Period.

1.36 "PAGA Period" means the period from August 19, 2020, to December 31, 2023.

1.37 "PAGA Notice" means Plaintiffs' letters to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3.

1.38 "PAGA Payment" means the total amount of \$150,000 to be paid from the Gross Settlement Amount for PAGA penalties (25% to the PAGA Group and 75% to LWDA).

1.39 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.40 "Plaintiffs" means Johnnie Silvestre, Michelle Rodriguez, William Davis, and Michael Giulivo.

1.41 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.42 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval.

1.43 "Released Class Claims" means the claims being released as described in Paragraph 5.3 below.

1.44 "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.45 "Released Parties" means: Defendant Albertson's LLC, Safeway Inc., Albertsons Safeway LLC, New Albertsons, L.P., and all of their affiliated companies, parent companies, subsidiaries, affiliates, shareholders, members, representatives, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, auditors, consultants, attorneys, and any past, present or future officers, directors, managers, principals, and employees), predecessors, successors, and assigns.

1.46 "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.47 "Response Deadline" means 45 days after the Administrator mails Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail Objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.48 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.49 "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

## **2. RECITALS.**

2.1 On November 10, 2021, Dontan Garner (no longer a named Plaintiff) commenced the PAGA Action by filing a PAGA complaint alleging causes of action against Defendant for: (1) failure to pay minimum wages; (2) failure to properly calculate and pay overtime wages; (3) failure to provide lawful

meal periods; (4) failure to timely pay wages during employment; (5) failure to timely pay wages owed upon separation from employment; (6) knowing and intentional failure to comply with itemized wage statement provisions; (7) failure to properly pay sick pay; (8) failure to provide suitable seating; (9) failure to authorize and permit lawful rest periods; (10) failure to pay meal and rest period premiums at the proper rate; and (11) failure to provide reporting time pay. On February 1, 2022, after duly providing notice to the LWDA of Plaintiff Giulivo's claims, the PAGA complaint was amended to add Plaintiffs Giulivo.

2.2 On March 4, 2022, Defendant filed an answer to the PAGA complaint, generally denying the allegations in the Complaint, denying any failure to comply with the laws identified in the Complaint, and denying that representative treatment was proper.

2.3 On March 29, 2022, Plaintiff Giulivo filed a class action complaint on March 29, 2022, in San Luis Obispo County Superior Court which was removed to United States District Court Central District Of California, Case No. Case No. 2:22-CV-04163-SB-GJS.

2.4 On April 26, 2022, Plaintiff Silvestre commenced the Class Action by filing a complaint alleging causes of action against Defendant for: (1) failure to pay minimum wages; (2) failure to properly calculate and pay overtime wages; (3) failure to provide meal periods and unpaid meal period premiums; (4) failure to authorize and permit rest periods and unpaid rest period premiums; (5) failure to timely pay all wages owed during employment and upon termination; (6) failure to provide accurate, itemized wage statements; (7) for violation of the unfair competition law; and (8) for PAGA penalties.

2.5 On October 27, 2022, Plaintiff Giulivo and Plaintiff Silvestre, on the one hand, and Defendant, on the other hand, attended mediation with respected wage and hour mediator, the Honorable Judge Ron Sabraw, in attempt to resolve the PAGA Action. However, the Parties were unable to reach a resolution.

2.6 On November 9, 2022, Plaintiff Davis filed a class action complaint with the San Diego Superior Court alleging the following causes of action: (1) failure to pay overtime wages; (2) failure to pay minimum wages; (3) failure to pay all wages upon termination; (4) failure to provide accurate wage statements; and (5) unfair competition. On or about December 30, 2022, Defendant removed the Davis case to U.S. District Court, Southern District of California. On April 4, 2023, Plaintiff Davis amended his class action complaint to add a cause of action for PAGA.

2.7 On January 24, 2023, Plaintiff Giulivo's class action was dismissed without prejudice.

2.8 On September 13, 2023, Plaintiff Silvestre filed a first amended complaint adding Plaintiffs Davis and Rodriguez to the Silvestre Class Action.

2.9 On September 6, 2023, the Parties participated in a mediation presided over by respected wage and hour mediator, Tripper Ortman, in an effort to resolve the Class and PAGA Actions. The Parties did not resolve the Class Action and the PAGA Action at mediation, but through continued negotiations with the help of mediator Ortman the parties were able to come to an agreement in principle which led to this Settlement.

2.10 Prior to both mediations, Plaintiffs obtained, through informal discovery, Class Member and Aggrieved Employee information for the Class Period and PAGA period, a sampling of time and wage

records for the Class Members, Plaintiffs' personnel files, written policies and procedure documents, and information regarding Defendant's policies and practices during the Class period, to aid in preparation of Plaintiffs' evaluation of the claims and formulation of a damages model. Plaintiffs' investigation was sufficient to satisfy the criteria for Court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.11 The Court has not granted class certification in the Class Action.

2.12 The Parties have stipulated, for settlement purposes only, to consolidate the Class and PAGA Actions, with the PAGA action as the lead case. The Parties will file a stipulation to consolidate the actions prior to filing the Motion for Preliminary Approval. The complaint in the Consolidated Action shall become the Operative Complaint. This consolidation is agreed upon without prejudice to any party's right to argue otherwise should the settlement not proceed. In such an event, Plaintiffs will withdraw the consolidated complaint and the PAGA Action and Class Action shall proceed as if the stipulation had not been entered.

2.13 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### 3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay \$3,000,000.00 and no more as the Gross Settlement Amount. Defendant shall separately pay any and all employer payroll taxes owed on the wage portion of the Individual Settlement Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Class Members or PAGA Group members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. The parties agree that a reasonable allocation of payments to the Class, after deduction of the above amounts, shall be 25% to wages and 75% to interest, reimbursements, and penalties.

3.2 Workweek and Escalator. At the time of settlement, the estimated number of Workweeks for the Class Members during the Class Period was 3,338,110 ("Class Workweeks"). The parties agreed that should this number of Workweeks increase by more than 5%, Defendant would have the option to either a) increase the gross settlement proportionally or b) to shorten the class period so that there is no increase in the amount. In advance of the Court's non-appearance case review regarding Preliminary Approval, Defendant has verified the estimated workweek count, and that this provision is not triggered. Defendant and/or Defense Counsel shall provide a declaration attesting to this, to be concurrently filed with Plaintiffs' supplemental briefings.

3.3 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.3.1 To Plaintiffs: A Class Representative Service Award to each individual Plaintiff in the amount of \$10,000.00—for a total of \$40,000—(in addition to any Individual Class Payment and any Individual PAGA Payment the Plaintiffs are entitled to receive as a Participating Class Member) for initiating their respective actions and providing services in support of the Consolidated Action.

Defendant will not oppose Plaintiffs' request for Class Representative Service Awards that do not exceed this amount. As part of the motion for Class Counsel Fees and Class Counsel Costs, Plaintiffs will seek Court approval for any Class Representative Service Award no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Awards of less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Awards using IRS Form 1099. Plaintiffs assumes full responsibility and liability for employee taxes owed on the Class Representative Service Awards.

3.3.2 To Class Counsel: Class Counsel Fees of not more than 33.33% of the Gross Settlement Amount, which is currently estimated to be \$1,000,000.00, and Class Counsel Costs up to a maximum of \$50,000 as documented in Class Counsel's billing statements. Defendant agrees not to oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees and Class Counsel Costs no later than 16 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees and/or a Class Counsel Costs of less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fees and/or Class Counsel Costs. The Administrator will pay the Class Counsel Fees and Class Counsel Costs using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and the Class Counsel Costs and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. The Class Counsel Fees and Class Counsel Costs shall be allocated among James Hawkins APLC, The Bainer Law Firm, and The Nourmand Law Firm, APC as agreed by and between Class Counsel.

3.3.3 To the Administrator: Administration Expenses not to exceed \$104,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$104,500 the Administrator will retain the remainder in the Net Settlement Amount.

3.3.4 To Each Participating Class Member: The Administrator will calculate each Individual Class Payment by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.3.5 Tax Allocation of Individual Class Payments. 25% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 75% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.3.6 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.3.7 To the LWDA and Aggrieved Employees: A PAGA Payment of \$150,000 to be paid from the Gross Settlement Amount, with 75% (\$112,500) allocated to the LWDA PAGA Payment and 25% (\$37,500) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group's 25% share of the PAGA Payment (\$37,500) by the total number of pay periods worked by all members of the PAGA Group during the PAGA Period and (b) multiplying the result by each PAGA Group member's number of pay periods worked during the PAGA Period. PAGA Group members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

#### 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Workweeks. Based on a review of its records, Defendant estimates Class Members collectively worked a total of 3,338,110 Workweeks during the Class Period from April 26, 2018, to December 31, 2023.

4.2 Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount of \$3,000,000.00, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 10 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. If no objection to the settlement is made, Defendant will pay to the Administrator the Gross Settlement Amount (subject to any escalator) and the employer's-side payroll taxes on the wage portion of the Settlement. That payment shall be made within ten (10) days of the Effective Date, which is defined as the later of (a) if no appeal of the Court's Final Approval Order is filed, the day after the deadline for filing any such appeal, or (b) if an appeal is filed, the day after the final resolution of the appeal and/or the expiration of any time period for any further appeal or judicial review, resulting in the final judicial approval of the Agreement. Within ten (10) days of the Gross Settlement Amount being funded by Defendant, the Administrator will mail checks for all Individual Settlement Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses, the Class Counsel Fees, the Class Counsel Costs, and the Class Representative Service Awards. Disbursement of the Class Counsel Fees, the Class Counsel Costs and the Class Representative Service Awards shall not precede disbursement of Individual Settlement Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the within 180 days of payment ("Void Date"). The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice

was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the Void Date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit the funds represented by such checks *cy pres* to the Los Angeles Regional Food Bank (the "*Cy Pres* Payments"). Specifically, and in compliance with California Code of Civil Procedure section 384, upon final approval of the settlement, the Court shall set a date by which the parties shall report to the Court the total amount that was actually paid to the Class Members and PAGA Group. On that date, after having received the Parties' report, the Court shall amend its judgment to direct the administrator to pay the sum of any uncashed checks, plus any interest that has accrued thereon, to the Los Angeles Regional Food Bank. The Parties agree that these *Cy Pres* Payments promote the objectives of the Labor Code and Wage Order provisions at issue in this lawsuit, and bear a direct and substantial nexus to the interests of the Employee Class consistent with Code of Civil Procedure section 384

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

## 5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the entire Gross Settlement Amount, and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, Aggrieved Employees and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Consolidated Action and/or Operative Complaint; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Consolidated Action and/or Operative Complaint, Plaintiffs' PAGA Notices, or ascertained during the Consolidated Action and released under 5.2, below ("Plaintiffs' Release"). With respect to the PAGA claims, Plaintiffs give this release for themselves, and the persons described above, but also for the Labor and Workforce Development Agency, pursuant to Labor Code sections 2699 and 2699.3. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any

claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.2 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

5.3 Released Class Claims by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Consolidated Action, including but not limited to, failure to pay wages including minimum wages and overtime, failure to provide meal and rest periods, waiting time penalties, failure to provide accurate itemized wage statements, unfair competition based on these claims, and other associated penalties, excepting those penalties associated with claims brought under PAGA. This release shall apply to claims arising during the Class Period. Except as set forth herein, Participating Class Members, other than the Class Representative, do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4 Released PAGA Claims: All PAGA Group, as defined above in paragraph 1.34, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, the PAGA Notices, and ascertained in the course of the Action. In addition, as noted above, Plaintiffs, acting for the Labor & Workforce Development Agency, release all claims for PAGA penalties for which Plaintiffs were entitled to maintain a civil action pursuant to Labor Code sections 2699 and 2699.3. This release shall apply to claims arising during the PAGA Period.

## 6. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to: its willingness to serve; competency; operative procedures for protecting the

security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to: its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2))). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 5 days prior to filing the Motion for Preliminary Approval. Class Counsel and Defense Counsel will expeditiously meet and confer by telephone, and in good faith, to resolve any disagreements concerning the Motion.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

## 7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.1 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.2 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.3 The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.4 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs). Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.1 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.2 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.3 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement. Only Participating Class Members may object to the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees, Class Counsel Costs, and/or Class Representative Service Awards.

7.7.1 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.2 Non-Participating Class Members have no right to object to any aspect of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees, Class Counsel Costs and Class Representative Service Awards, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

## **8. MOTION FOR FINAL APPROVAL.**

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (I), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense

Counsel not later than 5 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

8.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

8.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Awards, Class Counsel Fees, Class Counsel Costs, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

8.3 Continuing Jurisdiction of the Court. The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended for a period of not less than eighteen (18) months starting from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

8.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees and Class Counsel Costs reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

8.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Awards or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

## **9. AMENDED JUDGMENT.**

If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

## 10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant have any liability for any claims asserted, nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserve the right to contest certification of any class for any reasons, and Defendant reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

10.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

10.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of mediator Tripper Ortman for resolution. The costs associated with any dispute shall be borne equally by Plaintiffs and Defendant.

10.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

10.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

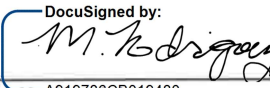
10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Dated: \_\_\_\_\_ Plaintiff JOHNNIE SILVESTRE

\_\_\_\_\_  
Johnnie Silvestre

Dated: 2/4/2026 Plaintiff MICHELLE RODRIGUEZ

DocuSigned by:  
  
A919786CB019480  
Michelle Rodriguez

Dated: \_\_\_\_\_ Plaintiff WILLIAM DAVIS

\_\_\_\_\_  
William Davis

Dated: \_\_\_\_\_ Plaintiff MICHAEL GIULIVO

\_\_\_\_\_  
By Julie Giulivo, on behalf of Michael Giulivo

Dated: 1/21/2026 Defendant ALBERTSON’S LLC

DocuSigned by:  
  
Signature

By: Sarrie Devore \_\_\_\_\_


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Dated: 02/04/2026 Plaintiff JOHNNIE SILVESTRE

  
DocuSigned by:  
Johnnie Silvestre (Feb 4, 2026 14:48:15 PST)  
Johnnie Silvestre

Dated: \_\_\_\_\_ Plaintiff MICHELLE RODRIGUEZ

\_\_\_\_\_  
Michelle Rodriguez

Dated: 01/22/2026 Plaintiff WILLIAM DAVIS

  
\_\_\_\_\_  
William Davis

Dated: \_\_\_\_\_ Plaintiff MICHAEL GIULIVO

\_\_\_\_\_  
By Julie Giulivo, on behalf of Michael Giulivo

Dated: 1/21/2026 Defendant ALBERTSON’S LLC

DocuSigned by:  
  
\_\_\_\_\_  
Signature

By: Sarrie Devore \_\_\_\_\_

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Dated: \_\_\_\_\_ Plaintiff JOHNNIE SILVESTRE

\_\_\_\_\_  
Johnnie Silvestre

Dated: \_\_\_\_\_ Plaintiff MICHELLE RODRIGUEZ

\_\_\_\_\_  
Michelle Rodriguez

Dated: \_\_\_\_\_ Plaintiff WILLIAM DAVIS

\_\_\_\_\_  
William Davis

Dated: 01/21/2026 Plaintiff MICHAEL GIULIVO

  
DocuSign Envelope ID: [unreadable]  
By Julie Giulivo, on behalf of Michael Giulivo

Dated: 1/21/2026 Defendant ALBERTSON'S LLC

  
Signature

By: Sarrie Devore \_\_\_\_\_

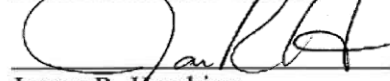
Name: Albertson's LLC

Its: VP, Employment Law

**APPROVED AS TO FORM:**

Dated: 02/04/2026

JAMES HAWKINS, APLC



James R. Hawkins  
Christina M. Lucio

Attorneys for Plaintiffs MICHELLE RODRIGUEZ, JOHNNIE SILVESTRE, and MICHAEL GIULIVO

*[Additional signatures appear on next page]*

Dated: \_\_\_\_\_

THE BAINER LAW FIRM

\_\_\_\_\_  
Matthew Bainer

Attorneys for Plaintiff JOHNNIE SILVESTRE

Dated: \_\_\_\_\_

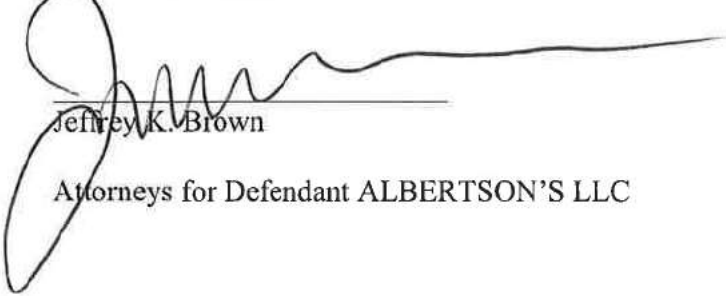
THE NOURMAND LAW FIRM, APC

\_\_\_\_\_  
Michael Nourmand  
James A. De Sario

Attorneys for Plaintiff WILLIAM DAVIS

Dated: 1/21/26

PAYNE & FEARS LLP



Jeffrey K. Brown

Attorneys for Defendant ALBERTSON'S LLC

Name: Albertson's LLC

Its: VP, Employment Law

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_

JAMES HAWKINS APLC

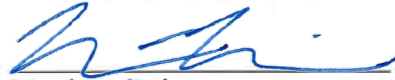
\_\_\_\_\_  
James R. Hawkins  
Christina M. Lucio

Attorneys for Plaintiffs MICHELLE RODRIGUEZ, JOHNNIE SILVESTRE, and MICHAEL GIULIVO

*[Additional signatures appear on next page]*

Dated: 2/6/22

THE BAINER LAW FIRM



Matthew Bainer

Attorneys for Plaintiff JOHNNIE SILVESTRE

Dated: 1/22/2026

THE NOURMAND LAW FIRM, APC

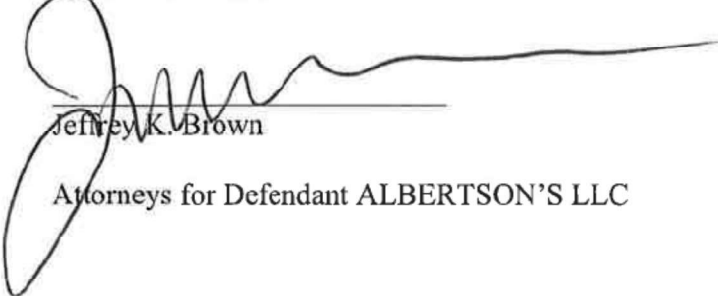


Michael Nourmand  
James A. De Sario

Attorneys for Plaintiff WILLIAM DAVIS

Dated: 1/21/20

PAYNE & FEARS LLP



Jeffrey K. Brown

Attorneys for Defendant ALBERTSON'S LLC



# **EXHIBIT A**

## COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

### *Johnnie Silvestre, et al. v. Albertsons LLC, et al.*

Los Angeles Superior Court Case No. 22STCV13807  
(Consolidated with Case No. 21AVCV00910)

***The Superior Court for the State of California authorized this Notice. Read it carefully!  
It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

**You may be eligible to receive money** from a class action lawsuit ("Action") against Albertson's LLC ("Defendant") for alleged wage and hour violations. The Action was filed by former employees of Defendant, Johnnie Silvestre, Michelle Rodriguez, William Davis, and Michael Giulivo ("Plaintiffs"), and seeks payment of (1) unpaid minimum wages and overtime, meal and rest period premiums, civil penalties, and other relief for a class of non-exempt, hourly-paid employees who worked for Albertson's LLC in any store in the state of California at any time from April 26, 2018 to December 31, 2023 ("Class Period") ("Class Members"), and (2) penalties under the California Private Attorneys General Act ("PAGA") for all non-exempt, hourly-paid employees who worked for Albertson's LLC in any store in the state of California at any time from August 19, 2020 to December 31, 2023 ("PAGA Period") ("Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments; and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$\_\_\_\_\_ (less withholding) and your Individual PAGA Payment is estimated to be \$\_\_\_\_\_.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records, you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked \_\_\_\_\_ workweeks** during the Class Period and **you worked \_\_\_\_\_ pay periods** during the PAGA Period. If you believe that you worked more Class Period workweeks or PAGA Period pay periods, you can submit a challenge by [deadline date]. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Albertson's LLC. at any time during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

**Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.**

### SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p><b>You Do not Have to Do Anything to Participate in the Settlement</b></p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p><b>You Can Opt-out of the Class Settlement but not the PAGA Settlement</b> <b>The Opt-out Deadline is _____</b></p>	<p>If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</p> <p>You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).</p>
<p><b>Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement</b> <b>Written Objections Must be Submitted by _____</b></p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.</p>

<b>You Can Participate in the Final Approval Hearing</b>	The Court's Final Approval Hearing is scheduled to take place on _____. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
<b>You Can Challenge the Calculation of Your Workweeks/Pay Periods</b>  <b>Written Challenges Must be Submitted by _____</b>	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and the number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

**1.WHAT IS THE ACTION ABOUT?**

Plaintiffs are former grocery store employees of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay wages, including minimum wages and overtime, failing to provide meal and rest periods, failing to pay all wages due and owing at the time of termination, failing to provide accurate itemized wage statements, and engaging in unfair competition. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the PAGA.

Plaintiffs are represented by Class Counsel: James R. Hawkins and Christina M. Lucio of James Hawkins, APLC, Matthew Bainer of The Bainer Law Firm, and Michael Nourmand and James A. De Sario of The Nourmand Law Firm, APC.

Defendant strongly denies violating any laws or failing to pay any wages and contends they complied with all applicable laws at all relevant times.

**2.WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?**

So far, the Court has made no determination as to whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were eventually successful. By signing a lengthy, written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant do not admit any violations or concede the merit of any alleged claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and defenses, and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the

proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

### **3.WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

1. Defendant will pay \$3,000,000 as the Gross Settlement Amount ("Gross Settlement"). Defendant has agreed to deposit the Gross Settlement into an account controlled by [Administrator Name], the Court-appointed settlement administrator of the Settlement ("Administrator"). The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Awards, Class Counsel Fees, Class Counsel Costs, the Administration Expenses Payment, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 10 days after the Effective Date of the Settlement. Furthermore, within 10 days of the Gross Settlement Amount being funded by Defendant, the Administrator will mail checks for all Individual Settlement Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses, the Class Counsel Fees, the Class Counsel Costs, and the Class Representative Service Awards.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

1.50 A. Up to \$1,000,000 (or 33.33%) of the Gross Settlement to Class Counsel for attorneys' fees and up to \$50,000 in costs as documented in Class Counsel's billing statements for litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment. Pursuant to Class Counsels' Joint Prosecution Agreement, the attorneys' fee award will be split as follows: 52.5% to James Hawkish APLC; 32.5% to The Nourmand Law Firm, APC; and 15% to the Bainer Law Firm.

B. Up to \$10,000 to each individual Plaintiff—for a total of \$40,000—as a Class Representative Service Award for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Service Awards will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

C. Up to \$104,500 to the Administrator for services administering the Settlement.

D. Up to \$150,000 for PAGA Penalties, allocated 75% (\$112,500) to the LWDA PAGA Payment and 25% (\$37,500) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period pay periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes they owe on the Wage

Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Settlement payment(s) are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Settlement payment(s) received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the Void Date). If you do not cash it by the Void Date, your check will be automatically cancelled, and the monies will be deposited with the Los Angeles Regional Food Bank (the "Cy Pres Payments").

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than \_\_\_\_\_, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by \_\_\_\_\_. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void, Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Apex Class Action, to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Class Period workweeks or PAGA Period pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant have fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on the PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release, as set forth under the terms of the proposed Settlement:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in Action, including but not limited to, failure to pay wages including minimum wages and overtime, failure to provide meal and rest periods, waiting time penalties, failure to provide accurate itemized wage statements, unfair competition based on these claims, and other associated penalties, excepting PAGA Penalties which are addressed in the release below. This release shall apply to claims arising during the Class Period.

Participating Class Members, other than the Class Representatives, do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Additionally, all Non-Participating Class Members and Participating Class Members who are Aggrieved Employees release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in Action, the PAGA Notice, and ascertained in the course of the Action, arising during the PAGA Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release is as follows, as set forth under the terms of the proposed Settlement:

All PAGA Group, as defined above in paragraph 1.34 of the Settlement Agreement, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Action, the PAGA Notice, and ascertained in the course of the Action. This release shall apply to claims arising during the PAGA Period from August 19, 2020, to December 31, 2023.

#### **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Period workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$37,500 (25% of the PAGA Payment) by the total number of PAGA Period pay periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's number of pay periods worked during the PAGA Period.

3. Workweek/Pay Period Challenges. The number of Class Period workweeks you worked and the number of PAGA Period pay periods you worked, as determined from Defendant's records, are stated on the first

page of this Notice. You have until \_\_\_\_\_ to challenge the number of Class Period workweeks and/or PAGA Period pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Class Period workweeks and/or PAGA Period pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Class Period workweek and/or PAGA Period pay period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

## **5. HOW WILL I GET PAID?**

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check (if any) to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

**Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

## **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

To exclude yourself (opt-out) from the Class Settlement, you must send the Administrator a signed written Request for Exclusion. A Request for Exclusion is a letter that reasonably communicates your election to be excluded from the Settlement and includes your name, address, and email address or telephone number. Be sure to personally sign your request, identify the Action as "Michael Giulivo v. Albertsons LLC" and include your identifying information (full name, address, telephone number or email address).

You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must receive your Request for Exclusion by \_\_\_\_\_ [Response Deadline], or it will be invalid. You can send your Request for Exclusion to the Administrator by fax, email, or mail. Section 9 of this Notice has the Administrator's contact information.

Please note that Requests for Exclusion do not apply to the release of PAGA claims covered by this Settlement. If the Court approves the Settlement, all Aggrieved Employees will be bound by the release of PAGA claims, regardless of whether they submit a Request for Exclusion.

## **7. HOW DO I OBJECT TO THE SETTLEMENT?**

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 days before the \_\_\_\_\_ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court

(1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses And Class Representative Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website \_\_\_\_\_ (url) \_\_\_\_\_ or the Court's website \_\_\_\_\_ (url) \_\_\_\_\_.

A Participating Class Member who disagrees with any aspect of the proposed Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is \_\_\_\_\_.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

## **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

You can, but do not have to, attend the Final Approval Hearing on \_\_\_\_\_ at \_\_\_\_\_ (time) in Department A15 of the Los Angeles Superior Court, located at Spring Street Courthouse, 312 N Spring St, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via <https://acikiosk.azurewebsites.us/advisement?dept=CX104>. Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website \_\_\_\_\_ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

## **9. HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to \_\_\_\_\_ (specify entity) 's website at \_\_\_\_\_ (url) \_\_\_\_\_. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.occourts.org/online-services/case-access/civil-case-access> and entering the Case Number for the Action, Case No. 22STCV13807. You can also make an appointment to personally review court documents in the Clerk's Office at the Civil Complex Center by calling (661) 483-5774.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Name of Attorney: James R. Hawkins and Christina M. Lucio  
Email Address: james@jameshawkinsaplc.com; christina@jameshawkinsaplc.com  
Name of Firm: James Hawkins APLC  
Mailing Address: 9880 Research Drive, Suite 200, Irvine, CA 92618  
Telephone: (949) 387-7200

Name of Attorney: Michael Nourmand and James A. De Sario  
Email Address: mnourmand@nourmandlawfirm.com; jdesario@nourmandlawfirm.com  
Name of Firm: The Nourmand Law Firm, APC  
Mailing Address: 8822 West Olympic Boulevard, Beverly Hills, California 90211  
Telephone: (310) 553-3600

Settlement Administrator:

Name of Company: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax Number: \_\_\_\_\_

**10. WHAT IF I LOSE MY SETTLEMENT CHECK?**

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds. You will have no other way to recover the money.

**11. WHAT IF I CHANGE MY ADDRESS?**

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.