

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (this “Settlement” or “Agreement”) is made by and between plaintiffs Gregory Bartlett, Cassandra Vaglienty, Carla Cobian, Randy Meirose, Antonio Arzate, and Shannon Lash (collectively referred to as “Plaintiffs”), in their own capacity and as representatives on behalf of Class Members and PAGA Members, and defendant Trader Joe’s Company (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties,” and each a “Party.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the civil actions entitled *Bartlett, et al. v. Trader Joe’s Company*, designated as Case No. CGC-20-588293, pending in the Superior Court of the State of California for the County of San Francisco (“*Bartlett I*”); *Bartlett, et al. v. Trader Joe’s Company*, designated as Case No. CGC-21-589761, pending in the Superior Court of the State of California for the County of San Francisco (“*Bartlett II*”); and *Silicani, et al. v. Trader Joe’s Company*, designated as Case No. 20CIV00668, pending in the San Mateo County Superior Court (“*Silicani*”), which were coordinated for all purposes as JCCP 5196 in San Mateo Superior Court. “Action” does not include the claim brought in *Silicani* for the alleged failure to provide suitable seats at the checkstands or demo stations in violation of California Labor Code § 1198 and Wage Order 7-2001 § 14.
- B. “PAGA Members” means all individuals who are or previously were employed by Defendant in California as non-exempt Crew, Merchants, or Mates at any time during either the First PAGA Period or Second PAGA Period. An individual may be both an PAGA Member and a Class Member, as defined by Section I.G of this Agreement.
- C. “Class” means all individuals who are or previously were employed by Defendant in the State of California as non-exempt Crew, Merchants, or Mates at any time during the Class Period.
- D. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas De Blouw, Christine T. LeVu, Brooke Waldrop, and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP; and Melissa Grant, Robert Drexler, and Jonathan Lee of Capstone Law APC.
- E. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement

compliance procedures, and related litigation expenses billed in connection with the Action.

- F. “Class and PAGA Data” means, for each Class Member and PAGA Member, his or her name; last-known mailing address; Social Security number; email address (if known); dates of employment; and Workweeks worked during the Class Period for Class Members.
- G. “Class Member” is a member of the Class. An individual may be both a Class Member and an PAGA Member, as defined by Section I.B of this Agreement.
- H. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantially in the form attached hereto as **Exhibit A** to this Agreement and incorporated by reference into this Agreement.
- I. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in substantially the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- J. “Class Period” means the period from December 4, 2016 to March 31, 2024.
- K. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs in their capacity as Class Representatives in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event Plaintiffs were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs.
- L. “Court” means the Superior Court of California, County of San Mateo.
- M. “Defendant” means Trader Joe’s Company.
- N. “Defendant’s Counsel” means Dawn Sestito, Marni B. Robinow, Allison Bader, and Lauren Averill of O’Melveny & Myers LLP.
- O. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement as a Class Member that is submitted in accordance with the instructions in the Class Notice.
- P. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- Q. “Gross Settlement Amount” means Twelve Million Four Hundred And Seventy Thousand Dollars (\$12,470,000) to be paid by Defendant as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any

reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages. Employer payroll taxes shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendant.

- R. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as **Exhibit C** to this Agreement and incorporated by reference into this Agreement.
- S. “LWDA” means the Labor and Workforce Development Agency.
- T. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
- U. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- V. “Operative Complaint” means the Fourth Amended Class Action Complaint filed in *Bartlet I* and the First Amended Complaint in *Silicani*..
- W. “PAGA” means the Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*
- X. “First PAGA Period” means the period of time from December 4, 2019 to March 31, 2024.
- Y. “Second PAGA Period” means the period of time from April 1, 2024 to September 5, 2025.
- Z. “PAGA Notices” means the September 20, 2019, December 3, 2020, and February 16, 2021 letters sent by Plaintiffs to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- AA. “PAGA Pay Period” means any pay period during which a PAGA Member worked for Defendant for at least one day during the First PAGA Period or the Second PAGA Period.
- BB. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.

- CC. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as **Exhibit B** to this Agreement and incorporated by this reference herein.
- DD. “Released Parties” means (i) Defendant; (ii) Defendant’s current and former subsidiaries, parents, and sister companies; (iii) the respective predecessors and successors of each entity listed in (i) and (ii); and (iv) all of the incumbent and former officers, directors, owners, members, managers, shareholders, investors, agents, insurers, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities of each entity referenced in and/or encompassed by (i), (ii) and (iii).
- EE. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- FF. “Settlement Administration Expenses” means the Settlement Administrator’s reasonable fees and expenses that are documented and approved by the Court.
- GG. “Settlement Administrator” means the third-party settlement administrator proposed by the Parties, Apex Class Action LLC.
- HH. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.
- II. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

II. RECITALS

- A. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- B. On December 4, 2020, plaintiffs Gregory Bartlett (“Bartlett”) and Cassandra Vaglienty (“Vaglienty”) filed *Bartlett I*, a class action against Defendant. Bartlett and Vaglienty asserted various individual and class claims against Defendant for unpaid minimum wages, unpaid overtime, the failure to provide compliant meal periods, the failure to provide compliant rest periods, non-compliant wage

statements, unreimbursed expenses, and the failure to timely pay wages during employment and upon termination.

- C. On February 16, 2021, Bartlett and Vaglienty filed *Bartlett II*, a representative action against Defendant. Bartlett and Vaglienty asserted a PAGA claim predicated on the exact same violations alleged in *Bartlett I*.
- D. On June 25, 2021, plaintiffs Randy Meirose (“Meirose”) and Antonio Arzate (“Arzate”) were added as named plaintiffs in *Silicani*, a representative action against Defendant. Meirose and Arzate asserted various individual and PAGA claims against Defendant for unpaid overtime, unpaid minimum wages, the failure to provide compliant meal periods, the failure to provide compliant rest periods, non-compliant wage statements, the failure to timely pay wages during employment and upon termination, and the failure to provide written notice of the material terms of employment. Meirose and Arzate, along with plaintiff Kathryn Silicani, also asserted a PAGA claim for Defendant’s alleged failure to provide suitable seats at the checkstands or demo stations in violation of California Labor Code § 1198 and Wage Order 7-2001 § 14, which is expressly excluded from this Agreement.
- E. On November 30, 2021, the Court granted Trader Joe’s petition to coordinate *Bartlett I*, *Bartlett II*, and *Silicani* for all purposes, designated as Judicial Council Coordination Proceedings No. JCCP 5196, pending in the Superior Court of the State of California for the County of San Mateo (the “Coordinated Action”).
- F. On February 27, 2024, Bartlett and Vaglienty added plaintiff Carla Cobian (“Cobian”) as a named plaintiff and added a class claim against Defendant for the failure to pay sick pay wages in *Bartlett I*.
- G. On March 11, 2025, Cobian added an individual claim against Defendant for constructive discharge and other adverse employment actions in violation of public policy in *Bartlett I*.
- H. On January 23, 2026, Bartlett, Vaglienty and Cobian filed a Fourth Amended Class Action Complaint to add plaintiff Shannon Lash (“Lash”) as a named plaintiff in *Bartlett I*.
- I. As relevant here, *Bartlett I*, *Bartlett II*, and *Silicani* are based on allegations that Defendant:
 - 1. Violated California Business and Professions Code § 17200 *et seq.*;
 - 2. Failed to pay overtime wages in violation of California Labor Code §§ 510 & 1198;
 - 3. Failed to pay minimum wages in violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, & 1198;

4. Failed to provide compliant meal periods in violation of California Labor Code §§ 226.7, 512, 516, & 1198 and the applicable IWC Wage Order;
 5. Failed to provide compliant rest periods in violation of California Labor Code §§ 226.7, 512, 516, & 1198 and the applicable IWC Wage Order;
 6. Failed to provide accurate itemized wage statements and failed to maintain payroll records in violation of California Labor Code §§ 226, 1174(d), & 1198;
 7. Failed to reimburse employees for necessary business-related expenses and costs in violation of California Labor Code § 2802;
 8. Failed to provide wages when due in violation of California Labor Code §§ 201-204, 233, 246, & 248.5;
 9. Failed to pay sick pay wages in violation of California Labor Code §§ 201-203, 233, & 246;
 10. Constructively discharged Cobian in violation of public policy; and
 11. Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”).
- J. The Fourth Amended Class Action Complaint in *Bartlett I* and First Amended Complaint in *Silicani* are the operative complaint in the Action (the “Operative Complaint”).
- K. On June 13, 2025, the Court entered an order granting in part and denying in part Plaintiffs’ motion for class certification. Specifically, the court certified (i) a rounding class, consisting of all non-exempt hourly employees who worked for Defendant in California between December 4, 2016 and May 1, 2021; (ii) a regular rate class, consisting of all non-exempt, hourly paid employees known as “Crew,” “Merchants,” and “Mates” who worked for Defendant in California between March 1, 2020 and May 1, 2021 and who were paid “Thank You” pay during the same workweek that they were paid Absence Reserve, Comp Absence, or overtime pay; (iii) a derivative wage statement subclass, consisting of all non-exempt Crew, Merchants, and Mates who worked for Defendant in its California stores between December 4, 2019 and May 1, 2021 and who received at least one wage statement; and (iv) a derivative waiting time subclass, consisting of all non-exempt Crew, Merchants, and Mates who worked for Defendant in its California stores between December 4, 2017 and May 1, 2021 and whose employment ended. The court denied certification of the proposed meal period class, which would have consisted of all non-exempt employees who worked for Defendant in its California stores between December 4, 2016 and May 1, 2021 and whose time records reflected a facial meal period violation.

- L. On September 5, 2025, the Parties participated in an all-day mediation presided over by Jeffrey Fuchsman, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

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

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, including as outlined in Sections III.B and III.C, the Gross Settlement Amount that Defendant will pay under this Settlement is Twelve Million Four Hundred Seventy Thousand Dollars (\$12,470,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
1. **To Plaintiffs:** In addition to the Settlement Shares to be paid to Plaintiffs, Plaintiffs will apply to the Court for an award of not more than \$10,000, each, as Class Representative Service Payments, which is a combined total of \$60,000 in Class Representative Service Payments. Defendant will not oppose Class Representative Service Payments of no more than \$10,000 for each of the Plaintiffs. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves Class Representative Service Payments of less than \$10,000, for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead an IRS Form 1099 will be issued to each of the Plaintiffs with respect to the payments. Plaintiffs will assume full responsibility and liability for the taxes due on their Class Representative Service Payments. For Plaintiffs to receive the Class Representative Service Payments, the Plaintiffs agree to a 1542 waiver and a general release of all claims as set forth below. However, the Parties expressly exclude from the 1542 waiver and general release Carla Cobian's Individual Claims for constructive discharge, which are subject to a separate Confidential Settlement Agreement. Moreover, for Plaintiffs

Meirose and Arzate, the Parties agree that the Class Representative Service Payments requested in this paragraph are separate from, and in addition to, the Class Representative Service Payments awarded for Plaintiffs Meirose and Arzate's services related to the seating claim and trial as set forth in the Court's December 19, 2025 Order Granting Plaintiffs' Application for Common Fund Attorney Fees and Expenses and PAGA Representative Enhancement Payments.

2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$4,156,666.67 and a Class Counsel Litigation Expenses Payment of not more than \$200,000. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment of less than this amount, which is presently \$4,156,666.67, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more IRS Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of Class Counsel Fees Payment shall be made 85% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 15% to Capstone Law APC. The Class Counsel Litigation Expenses shall be paid to the firm that incurred the expenses. Class Counsel will bear full responsibility and liability for the taxes due on their Class Counsel Fee Payment and Class Counsel Litigation Expenses Payment.

3. **To PAGA Members and the LWDA:**

a. The Parties will seek approval from the Court for one PAGA Payment of \$240,000 (the "First PAGA Payment") and another Second PAGA Payment of \$470,000 (the "Second PAGA Payment") (and, collectively with the First PAGA Payment, the "PAGA Payments") out of the Gross Settlement Amount. The Settlement Administrator will pay 75% of the First PAGA Payment, which is presently \$180,000, to the LWDA and 25% of the First PAGA Payment, which is presently \$60,000, to the PAGA Members by (a) dividing the amount of the PAGA Members' 25% share of the First PAGA Payment (\$60,000) by the total number of PAGA Pay Periods worked by all PAGA Members during the First PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods during the First PAGA Period. The Settlement Administrator will pay 75% of the Second PAGA Payment, which is presently \$352,500, to the LWDA

and 25% of the Second PAGA Payment, which is presently \$117,500, to the PAGA Members by (a) dividing the amount of the PAGA Members' 25% share of the Second PAGA Payment (\$117,500) by the total number of PAGA Pay Periods worked by all PAGA Members during the Second PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods during the Second PAGA Period.

b. **PAGA Escalator Clause:** Defendant has represented that there are an estimated total of 972,601 pay periods worked by the PAGA Members during the Second PAGA Period. Defendant will provide an updated actual total of pay periods worked by the PAGA Members during the Second PAGA Period pursuant to Section E(3)(1) of this Agreement. If the number of pay periods actually worked by the PAGA Members during the Second PAGA Period exceeds 1,069,862 pay periods (10% more than the estimated 972,601 pay periods), then, at Defendant's option, either (a) the Second PAGA Payment will increase by 1% for every 1% the actual pay period count exceeds 1,069,862 pay periods; or (b) the Second PAGA Period will end on the date the actual pay period count equals 1,069,862 pay periods or less.

c. If the Court approves a First PAGA Payment and/or a Second PAGA Payment of less than that provided for in this Agreement, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

d. All PAGA Members will be sent their share of the PAGA Payments and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payments is in settlement of claims for penalties and not subject to wage withholdings, and shall be reported on IRS Form 1099.

4. **To the Settlement Administrator:** The Settlement Administrator will pay out of the Gross Settlement Amount the Settlement Administration Expenses. The Settlement Administration Expenses shall not exceed \$200,000 except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration Expenses is less or the Court approves payment less than \$200,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

C. **Payments From the Net Settlement Amount.** Subject to the terms and conditions of this Agreement, the Net Settlement Amount is the amount remaining after the deductions have been made from the Gross Settlement Amount, as described in Section III.B of this Agreement. The Settlement Administrator will calculate a Settlement Share from the Net Settlement Amount for each Class Member, and provide a Settlement Share check to each Participating Class Member, as follows:

1. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the Workweeks worked for all Class Members during the Class Period; (ii) for all Class Members who worked as Mates during the Class Period, the Settlement Administrator will multiply the Workweeks worked by a multiplier of two (2) to determine the Workweeks worked for Mates for purposes of this Settlement; (iii) the Settlement Administrator will then divide the Workweeks worked by a Class Member during the Class Period by the aggregate total Workweeks worked by all Class Members during the Class Period to determine each Class Member's proportional share (the "Pro Rata Share"); and (iv) the Settlement Administrator shall then take each Class Member's Pro Rata Share and multiply it by the Net Settlement Amount to calculate their Settlement Share.

2. **Withholding.**
 - a. Subject to approval by the Court, 20% of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. The Settlement Administrator shall be responsible for remitting to the tax authorities employees' share of all payroll taxes on the Wage Portion.
 - b. Subject to approval by the Court, 80% of each Participating Class Member's Settlement Share is in settlement of claims for interest, penalties, and reimbursement under California Labor Code § 2802 allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
 - c. The Participating Class Members agree to hold harmless Defendant, Class Counsel, and Defendant's Counsel for any tax liability, including penalties and interest, arising out of or relating to the Participating Class Members' failure to pay taxes on any amounts paid pursuant to this Settlement.

3. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares. Non-Participating Class Members, if they are also PAGA Members, will receive

their portions of the PAGA Payments and be deemed to have released their PAGA claims, regardless of whether they elect not to participate.

4. **Workweeks Modification and Escalator Clause.** Defendant has represented that there are an estimated total of 6,112,846 Workweeks worked by the Class Members during the Class Period. Defendant will provide an updated actual total of Workweeks worked by the Class Members during the Class Period pursuant to Section E(3)(1) of this Agreement. If the number of Workweeks actually worked by the Class Members during the Class Period exceeds 6,724,131 Workweeks (10% more than the estimated 6,112,846 Workweeks), then, at Defendant's option, either (a) the Gross Settlement Amount allocated to the Class (\$12,000,000) will increase by 1% for every 1% of the actual Workweek count exceeds 6,724,131 Workweeks; or (b) the Class Period will end on the date the actual Workweek count equals 6,724,131 Workweeks or less.

- D. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Apex Class Action LLC as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members/PAGA Members; conducting a National Change of Address search to update Class Member/PAGA Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member/Aggrieved Employee's new address; setting up a toll-free telephone number to receive calls from Class Members/PAGA Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement from Class Members; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employer's and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall be responsible for remitting those taxes to the appropriate state and federal taxing

authorities, filing the required tax returns and issuing the required IRS forms to the Participating Class Members. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation § 468B-1.

E. Procedure for Approving Settlement.

1. **Defendant's Responsibilities.** Within fourteen (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Settlement Administrator, if any. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period and PAGA Members and Pay Periods during the Second PAGA Period.

2. **Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense Counsel 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 Settlement 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/or the; (v) 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. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and, (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Settlement Administrator.

3. **Motion for Preliminary Approval of Settlement by the Court.**
 - a. After execution of this Agreement, Plaintiffs will file a motion for preliminary approval with the Court in the Coordinated Action for

an order giving preliminary approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the “Motion for Preliminary Approval”). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.

- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by **Exhibit B** to this Agreement and incorporated by reference into this Agreement.
 - c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members, the binding effect of the Settlement on Participating Class Members, or the Gross Settlement Amount (regardless of the amount of the change)), or order material changes to the Settlement to which the Parties do not agree, the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court’s approval. If the Parties are unable to reach an agreement on a revised Settlement, then either Party will have the right to void the Settlement, which the Party must do by giving written notice to the other Party, the reviewing court, and the Court not later than thirty (30) days after the Court’s order declining to preliminarily approve material aspects of the Settlement or requiring material changes to the Settlement. An order awarding less than what was sought for the Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment will not be a material modification of the Settlement.
4. **Notice to LWDA.** Plaintiff shall timely submit to the LWDA a file-stamped copy of the Complaint and any amended Complaint, this Agreement, the Judgment in this Action, and a copy of any other order providing for or denying an award of civil penalties, in compliance with California Labor Code § 2699(s).
 5. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member’s Settlement Share) as follows:
 - a. No later than twenty-one (21) days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will

provide to the Settlement Administrator an electronic database or file containing the Class and PAGA Data, in the form of a Microsoft Excel spreadsheet. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class and PAGA Data omitted Class Member and PAGA Member identifying information and provide corrected or updated Class and PAGA Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class and PAGA Data to the Settlement 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.. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in Section III.E.3, or pursuant to Defendant's express written authorization or by order of the Court. All Class and PAGA Data, in whole or in part, will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendant and/or an order from the Court.

- b. Upon receiving the Class and PAGA Data, the Settlement Administrator shall update the Class and PAGA Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) days after receiving the Class and PAGA Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members/PAGA Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than seven (7) days from receipt of the returned packet, search for a more current address for the Class Member/PAGA Member and re-mail the Class Notice Packet to the Class Member/PAGA Member. The Settlement Administrator will use the Class and PAGA Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class

Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members/PAGA Member for whom new addresses are found. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional fourteen (14) days, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient Elections Not to Participate in Settlement), and number of objections received.
- e. Not later than ten (10) days before the date by which the Plaintiffs file the Motion for Final Approval, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections Not to Participate in Settlement) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

6. **Objections to Settlement; Disputes as to Workweeks and PAGA Pay Periods; Elections Not to Participate in Settlement.**

- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing, orally at the Final Approval Hearing, or both. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than sixty (60) days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional fifteen (15) days.

Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and or the PAGA Payments. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

- b. **Disputes as to Workweeks and PAGA Pay Periods.** Each Class Member shall also have sixty (60) days after the Settlement Administrator mails the Class Notice Packets in which to dispute the Workweeks and/or PAGA Periods the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional fifteen (15) days.

- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than sixty (60) days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for Elections Not to Participate in Settlement will be extended an additional fifteen (15) days. To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that, if he or she is also a PAGA Member, he or she will still be paid his or her allocation of the PAGA Payments and will remain bound by the release of the Released PAGA Claims regardless of his or her Election Not to Participate in Settlement. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant had or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will

automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** Not later than twenty-one (21) days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

7. **Right of Defendant to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds five percent (5%) of the Class, Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendant shall exercise its revocation rights, if at all, within fourteen (14) days of the deadline for submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will pay the Settlement Administration Expenses incurred as of the date that Defendant exercises the right to void the Settlement.
8. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
9. **Additional Briefing and Final Approval.**

- a. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, and Settlement Administration Expenses (the “Motion for Final Approval”).
- b. If any opposition is filed to the Motion for Final Approval, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the Motion for Final Approval.
- c. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including but not limited to the scope of release to be granted by Participating Class Members, the binding effect of the Settlement on Participating Class Members, or the Gross Settlement Amount (regardless of the amount of the change)), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court’s approval. If the Parties are unable to reach an agreement on a revised Settlement, then either Party will have the right to void the Settlement, which the Party must do by giving written notice to the other Party, the reviewing court, and the Court not later than thirty (30) days after the Court’s order declining to grant final approval or granting final approval conditioned on a material change to the Settlement. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph and will not require modification of the Settlement other than reallocation of the Gross Settlement Amount consistent with the terms of this Agreement.
- d. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court’s approval and entry the Judgment substantially in the form attached hereto as **Exhibit C**. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

10. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-Judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

11. **The Effective Date.** This Agreement shall become final and effective (the “Effective Date”) on the occurrence of all of the following events described in Section III.E.9.a-d.
 - a. Entry of the Preliminary Approval of the Settlement as discussed in Section I.CC. and appointment of a Settlement Administrator as discussed in Section III.D.

 - b. Class Counsel shall file, at or before the Final Approval Hearing, a declaration from the Settlement Administrator:
 - (i) Certifying that the Class Notice to each Class Member was sent in accordance with Section III.E.5;

 - (ii) Setting out the number of Class Notices that were returned as undeliverable, and any efforts under Section III.E.5.c with regard to same; and

 - (iii) Delineating the number of Class Members who submitted timely Elections Not to Participate in Settlement, and providing participation metrics measured by Workweeks.

 - c. Entry of Judgment as discussed in Section I.R.

 - d. The occurrence of the “Effective Date of Judgment,” which shall be deemed the last to occur of the following:
 - (i) If an appeal or other review is not sought from the Judgment, sixty-five (65) calendar days after entry of Judgment;

- (ii) If an appeal or other review is sought from the Judgment by a Participating Class Member, the day after the trial court's judgment is affirmed or the appeal or other review is dismissed or denied, and the judgment is no longer subject to judicial review or other challenge.

12. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including but not limited to the scope of release to be granted by Participating Class Members, the binding effect of the Settlement on Participating Class Members, or the Gross Settlement Amount (regardless of the amount of the change)), and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then the Parties shall work together in good faith to address any concerns raised by the reviewing court and propose a revised Settlement for the approval of the Court not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final. If the Parties are unable to reach an agreement on a revised Settlement, then either Party will have the right to void the Settlement, which the Party must do by giving written notice to the other Party, the reviewing court, and the Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
13. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within fourteen (14) days of the Effective Date. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PAGA Payment in accordance with this Agreement. Envelopes with funds to Class Members shall be labeled so as to notify them that the contents are related to this action.

14. **Uncashed Settlement Share Checks.** The face of each Settlement Share check shall clearly state that it must be cashed within one-hundred-and-eighty (180) days after it is mailed to him or her. A Participating Class Member must cash his or her Settlement Share check within one-hundred-and-eighty (180) days after it is mailed to him or her. If a Participating Class Member's Settlement Share check is not cashed within one-hundred-and-twenty (120) days after its last mailing to the Participating Class Member, the Settlement Administrator will also send the affected Participating Class Member a notice informing him or her that unless the check is cashed in the next sixty (60) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the sixty (60) day period after this notice, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of the Participating Class Member, and the Participating Class Member shall remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they all cash their Settlement Share checks.

15. **Final Report by Settlement Administrator to Court.** Within ten (10) days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release and Waiver of Claims.

1. **Plaintiffs.** In consideration of his or her awarded Class Representative Service Payment, Settlement Share, and the other terms and conditions of the Settlement, each Plaintiff, on behalf of himself or herself and his or her current, former and future heirs, spouses, executors, administrators, agents, and attorneys, hereby fully and finally release and discharge the Released Parties from all known and unknown claims he or she has or may have against the Released Parties, of every nature and description whatsoever, up to the Effective Date. This general release of claims includes but is not limited to any and all known or unknown contract, tort, statutory, common law, constitutional, wage and hour, discrimination, public policy, retaliation, wrongful discharge and other claims of any type whatsoever, to the fullest extent such claims are releasable by law, arising out of each Plaintiff's employment with Defendant (collectively, "Plaintiffs' Released Claims"). This waiver and general release is to be construed consistently with California Civil Code § 1668. Notwithstanding the foregoing, this waiver and general release of claims does not extend to any rights that as a matter of law cannot be waived and released by private agreement. The

Plaintiffs' Released Claims include all such respective claims, whether known or unknown. Thus, even if a Plaintiff discovers facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, each Plaintiff expressly waives and relinquishes the provisions, rights and benefits of California Civil Code § 1542, 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.

However, "Plaintiffs' Released Claims" expressly exclude Carla Cobian's Individual Claims for constructive discharge, which are subject to a separate Confidential Settlement Agreement.

2. **Participating Class Members.** In consideration of his or her Settlement Share, and the other terms and conditions of the Settlement, each Participating Class Member, on behalf of himself or herself and his or her current, former and future heirs, executors, administrators, agents, and attorneys, releases and discharges the Released Parties from any and all known and unknown claims under applicable state, local, and federal law that were or could have been asserted in any complaints or any amended complaints based on or reasonably related to the same facts alleged in the Operative Complaint which occurred during the Class Period during employment as a Class Member, excluding seating claims alleged in the *Silicani* matter, including any and all claims for unpaid minimum wages, unpaid overtime, the failure to provide compliant meal periods, the failure to provide compliant rest periods, non-compliant wage statements, unpaid sick leave, unreimbursed expenses, and the failure to timely pay wages during employment and upon termination, (collectively, "Released Class Claims"). Except as expressly set forth in this Agreement, Participating Class Members 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.

However, “Participating Class Members’ Released Claims” expressly exclude Carla Cobian’s Individual Claims for constructive discharge, which are subject to a separate Confidential Settlement Agreement.

3. **PAGA Members.** In consideration of his or her share of the PAGA Payments, and the other terms and conditions of this Settlement, each PAGA Member, on behalf of himself or herself and his or her current, former and future heirs, executors, administrators, agents, and attorneys, releases and discharges the Released Parties from all claims for PAGA penalties that were alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and in the PAGA Notices submitted by Plaintiffs to the LWDA on September 20, 2019, December 3, 2020, and February 16, 2021, which occurred during the First PAGA Period and the Second PAGA Period during employment as a PAGA Member excluding seating claims alleged in the *Silicani* matter on September 20, 2019, December 3, 2020, and February 16, 2021 (collectively, “Released PAGA Claims”). The PAGA Members will release the PAGA claims described herein and receive a portion of the PAGA Payments regardless of whether they opt out of the Class. For the avoidance of doubt, the PAGA Members’ Released Claims does not include the claim brought in *Silicani* for the alleged failure to provide suitable seats at the checkstands or demo stations in violation of California Labor Code § 1198 and Wage Order 7-2001 § 14.
4. **Limited Waiver of California Civil Code Section 1542.** The waiver contained in this Section III.F.4 is not intended to expand the nature of the claims released by the Participating Class Members and PAGA Members beyond the Released Class Claims set out in Section III.F.2 and the Release PAGA Claims set out in Section III.F.3 but rather is intended to ensure that the releases are fully enforceable and are not impeded by Section 1542. With that understanding, all Participating Class Members and PAGA Members, and the State of California, intend and/or are deemed to intend that this Agreement should be effective as a bar to any and all of the claims released by Section III.F.2 and Section III.F.3. In furtherance of this intention, all Participating Class Members and PAGA Members and the State of California expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code with respect to the Released Class Claims and the Released PAGA Claims. Section 1542 provides as follows:

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.**

All Participating Class Members and PAGA Members and the State of California understand fully the statutory language of Civil Code § 1542, and, with this understanding, specifically waive all rights they may have under California Civil Code § 1542 with regard to the Released Class Claims and the Released PAGA Claims only. The Participating Class Members and PAGA Members and the State of California understand that, if any of the facts relating in any manner to the Operative Complaint, or to the release and dismissal of claims as provided in this Agreement, are hereafter found to be other than or different from the facts now believed to be true, they have expressly accepted and assumed that risk and agree that this Agreement and the release of claims contained herein shall nevertheless remain effective. The Participating Class Members and PAGA Members and the State of California desire and intend, or are deemed to desire and intend, that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, if any, as well as those relating to the claims referred to above.

5. **Class Counsel.** In consideration of their awarded Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Counsel and any counsel associated with Class Counsel hereby fully and finally release the Released Parties of any and all claims to any further attorneys' fees and expenses in connection with the Action.
- G. **Limitation on Public Statements About Settlement.** Neither Class Counsel nor Defendant's Counsel shall publicize the Settlement prior to the Court granting preliminary approval, except that the Parties may file required documents with the Court. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiffs, Class Counsel, Defendant, or Defendant's Counsel receives an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement, except that Defendant may also provide a statement that is pre-approved by Class Counsel. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. Nothing in this provision shall prevent Defendant or Plaintiffs from making any required disclosures.

H. **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 a proposed amended judgment.

I. **Miscellaneous Terms.**

1. **Amendment to Complaint.** Upon the execution of this Agreement by all Parties hereto, the Parties shall stipulate to amend the complaint in *Bartlett I* to add Shannon Lash as a named Plaintiff. The Complaint shall not be amended in any other respect. Defendant shall stipulate to this amendment, solely for the purpose of this Settlement, and agree not to file any motions or other pleadings attacking the amended Complaint, including a notice of removal, provided the amended Complaint is only amended to add Shannon Lash as a named Plaintiff.

2. **No Admission of Liability or Class Certification for Other Purposes.**

a. Defendant and the Released Parties maintain that they complied with the law in every respect, including by properly paying Class Members and PAGA Members all legally required compensation, and that their policies complied with all applicable laws. Defendant and the Released Parties further maintain that a class should not be certified but for purposes of the Settlement. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendant were meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be construed as an admission by Defendant of any liability or wrongdoing as to Plaintiffs, Class Members, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiffs that Plaintiffs' claims do not have merit or that a class action is inappropriate.

- b. Whether or not the Judgment becomes final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
 - c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
3. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
4. **Attorney Authorization.** Class Counsel and Defendant's Counsel 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 required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
5. **No Prior Assignments.** The Parties represent, covenant 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 in this Settlement.

6. **No Tax Advice.** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute 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.
7. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
8. **Effect of Termination of Agreement.** If this Agreement is terminated for any reason, this Agreement shall not be deemed to prejudice in any way the positions of the Parties with respect to the Action; the litigation will be returned to the status quo ante without prejudice to Defendant's right to seek, or Plaintiffs' right to oppose, a motion for summary judgment and/or adjudication, a motion to decertify the classes and/or to modify the class definitions, and a motion to bifurcate.
9. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
10. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.
11. **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.
12. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
13. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter 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. Within sixty (60) days after the Effective Date and upon written request by Defendant, Class Counsel will

return or destroy and confirm in writing to Defendant the destruction of all such documents and data.

14. **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.
15. **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.
16. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Robert Drexler
Jonathan Lee
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
Tel.: (310) 556-4811
Fax: (310) 943-0396
E-Mail: Robert.Drexler@CapstoneLawyers.com
Jonathan.Lee@CapstoneLawyers.com

To Defendant:

Dawn Sestito
Marni B. Robinow
Allison Bader
O’Melveny & Myers LLP
400 South Hope Street, 18th Floor
Los Angeles, CA 90071-2899

Tel.: (213) 430-6000
Fax: (213) 430-6407
E-Mail: dsestito@omm.com
mrobinow@omm.com

17. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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 provided that 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.
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, pursuant to California Code of Civil Procedure § 583.330, the date to bring a case to trial is extended under California Code of Civil Procedure § 583.310 for the entire period of this settlement process from the mediation with the Jeffrey Fuchsman on September 5, 2025 until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.
19. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under California Code of Civil Procedure § 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement. After the entry of the Judgment, the parties may by written agreement effect such amendments, modifications or expansions of this Agreement without further notice to the LWDA, Class Members, and PAGA Member, and without notice to or the approval by the Court if such changes are consistent with the Court's Judgment and do not materially alter any rights hereunder.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.


Dated: 02/16/2026 
gregory bartlett (Feb 16, 2026 16:02:01 MST)
Plaintiff Gregory Bartlett

Dated: 02/17/2026 
Cassandra Vaglienty (Feb 17, 2026 12:22:45 PST)
Plaintiff Cassandra Vaglienty


Dated: 02/16/2026 
Carla Cobian (Feb 16, 2026 22:42:28 PST)
Plaintiff Carla Cobian

Dated: _____
Plaintiff Randy Meirose

Dated: _____
Plaintiff Antonio Arzate

Dated: 02/16/2026 
Shannon Lash (Feb 16, 2026 16:21:49 PST)
Plaintiff Shannon Lash

Dated: _____
Kathryn Cahan, EVP & General Counsel
For Defendant Trader Joe's Company

Dated: 2/18/26 
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs Gregory Bartlett, Cassandra Vaglienty,
Carla Cobian, and Shannon Lash

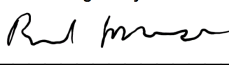
IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Gregory Bartlett

Dated: _____
Plaintiff Cassandra Vaglienty

Dated: _____
Plaintiff Carla Cobian

Dated: 2/18/2026
DocuSigned by:

2FF649E970634DB1
Plaintiff Randy Meirose

Dated: 2/18/2026
DocuSigned by:

1865348925CA48B...
Plaintiff Antonio Arzate

Dated: _____
Plaintiff Shannon Lash

Dated: _____
Kathryn Cahan, EVP & General Counsel
For Defendant Trader Joe's Company

Dated: _____
Aparajit Bhowmik
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs Gregory Bartlett, Cassandra Vaglienty,
Carla Cobian, and Shannon Lash

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Gregory Bartlett


Dated: _____
Plaintiff Cassandra Vaglienty

Dated: _____
Plaintiff Carla Cobian

Dated: _____
Plaintiff Randy Meirose

Dated: _____
Plaintiff Antonio Arzate

Dated: _____
Plaintiff Shannon Lash

Dated: 2/16/20

Kathryn Cahan, EVP & General Counsel
For Defendant Trader Joe's Company

Dated: _____
Aparajit Bhowmik
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs Gregory Bartlett, Cassandra Vaglienty,
Carla Cobian, and Shannon Lash

Dated: 2/17/26



Robert Drexler
Capstone Law APC
Attorney for Plaintiffs Randy Meirose and Antonio Arzate


Dated: _____

Dawn Sestito
O'Melveny & Myers LLP
Attorney for Defendant Trader Joe's Company

Dated: _____

Robert Drexler
Capstone Law APC
Attorney for Plaintiffs Randy Meirose and Antonio Arzate

Dated: 2/16/2026



Dawn Sestito
O'Melveny & Myers LLP
Attorney for Defendant Trader Joe's Company

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

TRADER JOE’S WAGE AND HOUR
CASES

Coordination Proceeding Special Title
(Cal. R. Ct. 3.550)

Case No. JCCP 5196

NOTICE OF PROPOSED CLASS AND
PAGA ACTION SETTLEMENT AND
FINAL APPROVAL HEARING

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU WORKED FOR TRADER
JOE’S AS A CREW, MERCHANT, OR MATE IN CALIFORNIA BETWEEN
DECEMBER 4, 2016 AND MARCH 31, 2024 AND ARE COVERED BY A CLASS AND
PAGA SETTLEMENT.**

A California court authorized this notice. This is not a solicitation from a lawyer.

YOU MAY BE ENTITLED TO THREE PAYMENTS UNDER THIS SETTLEMENT.

**IF YOU ARE A MEMBER OF THE CLASS, YOU WILL BE ENTITLED TO ONE
PAYMENT AND WILL BE BOUND BY THIS SETTLEMENT. YOUR RIGHTS WILL
BE AFFECTED BY THIS LITIGATION UNLESS YOU EXCLUDE YOURSELF FROM
THE CLASS AS EXPLAINED BELOW.**

**IF YOU ARE A MEMBER OF THE PAGA GROUP, YOU ARE ENTITLED TO
ADDITIONAL PAYMENT AND WILL BE BOUND BY THIS SETTLEMENT.**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE
AFFECTED WHETHER YOU ACT OR DON’T ACT.**

Based on Trader Joe’s records, and the Parties’ current assumptions, **your Class
payment (“Settlement Share”) is estimated to be <<\$ _____>> (less withholding),
and your share of the PAGA penalties (“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.

The above estimates are based on Trader Joe’s records showing that **you worked
<< _____>> Workweeks** during the Class Period and **you worked << _____>> pay
periods** during the First PAGA Period and **<< _____>> pay periods** during the Second PAGA
Period. If you believe that you worked more workweeks and/or pay periods during either period,

you can submit a challenge by the deadline date. See Section 4.C of this Notice below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	<p>If you do nothing, you will receive up to three payments (a Class payment, a First PAGA payment, and a Second PAGA payment) in a single check.</p> <p>For further information on your entitlement to a Class payment, a First PAGA payment, and a Second PAGA payment (including the amounts of each payment), refer to Section 4.C on pages 4-5 below.</p> <p>For further information on the difference between the Class and PAGA action, refer to Section 3 on pages 3-4 below.</p>
Exclude Yourself	<p>If you want to exclude yourself from the Class Settlement, you must write a request to the Settlement Administrator to opt out. If you exclude yourself from the Class Settlement, you will not receive a Class payment and you cannot object to the Settlement. For further information on how to exclude yourself from the Class Settlement, refer to Section 5.A on page 7 below.</p> <p>You cannot exclude yourself from the PAGA Settlement. For further information, refer to Section 5.B on page 7 below.</p> <p>Deadline for Exclusion Requests: [redacted].</p>
Object	<p>Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. If you want to object to the Settlement, you may write or speak to the Court about why you believe the Settlement is not fair or reasonable. For further information on how to object to the Settlement, refer to Section 5.C on page 8 below.</p> <p>Deadline to Object in Writing: [redacted].</p> <p>Date to Object Orally: [redacted].</p>

**YOUR RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—
ARE EXPLAINED IN THIS NOTICE.**

1. WHY DID YOU RECEIVE THIS NOTICE?

This notice explains the nature of a lawsuit filed against Trader Joe’s Company (“Trader Joe’s”) in the Superior Court of the State of California, County of San Mateo, called *Trader Joe’s Wage and Hour Cases*, Case No. JCCP 5196 (the “Lawsuit”), as well as a proposed Settlement of this Lawsuit, and informs you of your legal rights under that proposed Settlement. You are receiving this notice because Trader Joe’s records show that you worked at Trader Joe’s as a non-exempt Crew, Merchant, or Mate in California (a “Qualifying Position”) during the relevant time period.

The Court authorized this notice because you have a right to know about a proposed Settlement of the Lawsuit (the “Settlement”), and about your options, before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, after any objections and appeals are resolved, a third-party administrator appointed by the Court will make the payments that the Settlement authorizes.

This notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. WHAT IS THIS LAWSUIT ABOUT?

The Plaintiffs who brought the Lawsuit allege that Trader Joe’s engaged in the practice of rounding time punches resulting in both underpayment and overpayment of wages to Crew Members in a Qualifying Position between December 4, 2016 and May 1, 2021. The Plaintiffs also allege that Trader Joe’s did not include all “Thank You” pay when calculating its regular rate of pay for purposes of paying AR and Comp Absence wages and overtime wages to Crew Members in a Qualifying Position between March 2020 and May 1, 2021. The Plaintiffs also allege that Trader Joe’s failed to properly pay overtime, minimum, and sick pay wages, provide compliant meal and rest periods, provide accurate itemized wage statements, provide reimbursement for necessary business-related expenses, and provide wages when due. The Lawsuit seeks unpaid wages, penalties, interest, and attorneys’ fees. Trader Joe’s maintains that it properly paid Crew Members in a Qualifying Position all legally required compensation, including “Thank You” pay it voluntarily provided them, and that its policies complied with all applicable laws. Trader Joe’s nevertheless prefers to move forward and is entering into this Settlement for purposes of efficiency and to ensure its money is spent compensating Crew Members rather than on prolonged litigation.

The Court has not formed any opinions concerning the merits of the Lawsuit, nor has the Court ruled for or against the Plaintiffs as to the merits of any of their individual claims. The sole purpose of this notice is to inform you of the Lawsuit so that you may make an informed decision as to whether you wish to remain in or exclude yourself from this class action.

3. WHAT ARE CLASS AND PAGA ACTIONS?

In a class action, one or more people called Class Representatives sue on behalf of people who they allege have similar claims. All people who the Court determines have similar claims to the Class Representatives are Class Members. Class Members do not need to do anything to be part of the class action. Once a judge decides that a case can proceed as a class action (as the judge here has done for purposes of this Settlement), all Class Members are included in the Settlement, except for those who exclude themselves (as described in Section below). The Court then resolves the issues for all Class Members together for purposes of this Settlement.

In a PAGA action, one or more people sue on behalf of the State of California and other employees who they allege have similar claims. All people who the Court determines have similar claims to the Plaintiff(s) are PAGA Members. Everyone is included by default and no one can opt out (as described in Section below). By bringing a PAGA claim, the Plaintiffs ask the Court to award penalties to PAGA Members and the State of California as an additional

amount on top of the alleged unpaid wages. Similar to a class action, one court in one legal proceeding resolves the issues for all PAGA Members.

4. SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Trader Joe's. Plaintiffs think they would have prevailed on their claims at a trial. Trader Joe's believes Plaintiffs would not have won anything from a trial and has asserted legal and factual defenses to each claim. But there was no trial. Instead, both sides agreed to the Settlement. The Settlement reflects a voluntary resolution and allows the parties to move forward without incurring the time and expense of further litigation. Plaintiffs and Class Counsel think the Settlement is reasonable, adequate, and in the best interests of all members of the Class.

B. What does the Settlement provide?

The parties have agreed to settle this matter for the total sum of \$12,470,000 (the "Gross Settlement Amount"), which will cover Settlement payments to Class Members, Court-approved service payments to the Class Representatives in recognition of their services to the Class Members, Court-approved payment of Class Counsel's attorneys' fees and costs, certain taxes, payment pursuant to the Private Attorneys General Act of 2004 (the "PAGA Payment"), and payment of the costs of administering the Settlement.

C. How will my share of the Settlement fund be calculated?

The monetary relief provided by the Settlement is divided into three funds: the Class Fund, the First PAGA Payment, and the Second PAGA Payment. The Class Fund covers alleged unpaid wages and penalties resulting from the alleged wage and hour violations. The First PAGA Payment and the Second PAGA Payment cover additional penalties resulting from the alleged wage and hour violations.

The Settlement Administrator will first deduct from the Gross Settlement Amount any Court-ordered payments to the Class Representatives, Class Counsel, the fees and costs of administering the Settlement, and the PAGA Payment. The PAGA Payment and the remainder (the "Net Settlement Amount") will be distributed to Class Members who do not exclude themselves and PAGA Members as follows:

The Class Fund will comprise 100% of the Net Settlement Amount, and will be paid out automatically to all Class Members who are identified in Trader Joe's records as Crew Members in a Qualifying Position between December 4, 2016 and March 31, 2024. The Net Settlement Amount is estimated to be at least \$_____. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the Workweeks worked for all Class Members during the Class Period; (ii) for all Class Members who worked as Mates during the Class Period, the Settlement Administrator will multiply the Workweeks worked by a multiplier of two (2) to determine the Workweeks worked for Mates for purposes of this Settlement; (iii) the Settlement Administrator will then divide the Workweeks worked by a Class Member during the Class Period by the

aggregate total Workweeks worked by all Class Members during the Class Period to determine each Class Member's proportional share (the "Pro Rata Share"); and (iv) the Settlement Administrator shall then take each Class Member's Pro Rata Share and multiply it by the Net Settlement Amount to calculate their Settlement Share..

Your estimated Settlement Share from the Net Settlement Amount [redacted]. **This Settlement Share is based on Trader Joe's records which reflect that you worked <<_____>> Workweeks during the Class Period (December 4, 2016 to March 31, 2024).** This amount is subject to change based on the number of Class Members who exclude themselves from the Settlement, and the payment is subject to applicable tax withholdings. Each Class Member's share of the Class Fund depends on the total workweeks worked while employed in a Qualifying Position during the relevant time frame.

The First PAGA Payment will comprise \$240,000, and will be paid out automatically to all PAGA Members who are identified in Trader Joe's records as Crew Members in a Qualifying Position between December 4, 2019 and March 31, 2024. The Settlement Administrator will pay 75% of the First PAGA Payment, which is presently \$180,000, to the LWDA and 25% of the First PAGA Payment, which is presently \$60,000, to the PAGA Members by (a) dividing the amount of the PAGA Members' 25% share of the First PAGA Payment (\$60,000) by the total number of PAGA Pay Periods worked by all PAGA Members during the First PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods during the First PAGA Period.

Your estimated share of the First PAGA Payment is [redacted]. This payment is based on Trader Joe's records that you worked <<_____>> PAGA Pay Periods during the First PAGA Period (December 4, 2019 to March 31, 2024), This payment is not subject to tax withholdings. Each PAGA Members' share of the First PAGA Payment will be calculated on a pro rata basis.

The Second PAGA Payment will comprise \$470,000, and will be paid out automatically to all PAGA Members who are identified in Trader Joe's records as Crew Members in a Qualifying Position between April 1, 2024 and September 5, 2025. The Settlement Administrator will pay 75% of the Second PAGA Payment, which is presently \$352,500, to the LWDA and 25% of the Second PAGA Payment, which is presently \$117,500, to the PAGA Members by (a) dividing the amount of the PAGA Members' 25% share of the Second PAGA Payment (\$117,500) by the total number of PAGA Pay Periods worked by all PAGA Members during the Second PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods during the Second PAGA Period.

Your estimated share of the Second PAGA Payment is [redacted]. This payment is based on Trader Joe's records that you worked <<_____>> PAGA Pay Periods during the the Second PAGA Period (April 1, 2024 to September 5, 2025). This payment is not subject to tax withholdings. Each PAGA Members' share of the Second PAGA Payment will be calculated on a pro rata basis.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at _____ no later than

_____. You may also fax the dispute to _____ or email the dispute to _____ by no later than this deadline. Any dispute should include credible written evidence and will be resolved by the Settlement Administrator.

D. How will my payment(s) be treated for tax purposes?

For tax purposes, one-fifth of each share of the Class Fund will be classified as payment for alleged wages subject to lawful deductions and W-2 reporting, like a paycheck. For this amount, normal payroll taxes and withholdings will be deducted from your Settlement check(s) pursuant to applicable law. The remaining four-fifths of each share of the Class Fund will be considered payment for alleged liquidated and compensatory damages and interest subject to 1099 reporting as non-wage income. Each share of the First PAGA Payment and the Second PAGA Payment will be considered payment for penalties not subject to tax withholdings and will be reported on an IRS Form 1099. At the end of the calendar year, the Settlement Administrator will issue each Class Member and PAGA Member who has cashed a check both an IRS Form W-2 and an IRS Form 1099.

Class Counsel and Trader Joe's Counsel do not intend this notice to constitute tax advice, and to the extent that this notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

E. How can I get my payment?

You do not need to do anything to receive a payment from the Class Fund, the First PAGA Payment, and/or the Second PAGA Payment. Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible.

F. When will I get my payment?

The date you receive your Settlement check(s) will depend on the date that the Court approves the Settlement. We estimate that payments will be made within 30 days after the Court approves the Settlement.

You must deposit or cash your Settlement check(s) within 180 days from the date on the face of the Settlement check. Any uncashed amounts after that date will be paid to the California State Controller's Unclaimed Property Fund.

G. What are the payments to the Class Representatives?

Plaintiffs will apply to the Court for Class Representative Service Payments of up to \$10,000 each, for a combined total of \$60,000, for their service as class representatives.

H. What is the payment to Class Counsel?

Class Counsel will apply to the Court for an award of reasonable attorneys' fees in the amount of up to \$4,156,666.67, as well as reasonable costs in an amount not to exceed \$200,000.

I. What am I giving up to stay in the Class?

Unless you exclude yourself, you will remain as part of the Class and receive a payment, which means that you cannot sue, continue to sue, or be part of any other lawsuit against Trader Joe's asserting all claims that were or could have been asserted in the Lawsuit.

Released Class Claims. In consideration of his or her Settlement Share, and the other terms and conditions of the Settlement, each Participating Class Member, on behalf of himself or herself and his or her current, former and future heirs, executors, administrators, agents, and attorneys, releases and discharges the Released Parties from any and all known and unknown claims under applicable state, local, and federal law that were or could have been asserted in any complaints or any amended complaints based on or reasonably related to the same facts alleged in the Operative Complaint which occurred during the Class Period during employment as a Class Member, excluding seating claims alleged in the *Silicani* matter, including any and all claims for unpaid minimum wages, unpaid overtime, the failure to provide compliant meal periods, the failure to provide compliant rest periods, non-compliant wage statements, unpaid sick leave, unreimbursed expenses, and the failure to timely pay wages during employment and upon termination, (collectively, "Released Class Claims"). Except as expressly set forth in the Agreement, Participating Class Members 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.

Released PAGA Claims. In consideration of his or her share of the PAGA Payments, and the other terms and conditions of this Settlement, each PAGA Member, on behalf of himself or herself and his or her current, former and future heirs, executors, administrators, agents, and attorneys, releases and discharges the Released Parties from all claims for PAGA penalties that were alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and in the PAGA Notices submitted by Plaintiffs to the LWDA on September 20, 2019, December 3, 2020, and February 16, 2021, which occurred during the First PAGA Period and the Second PAGA Period during employment as a PAGA Member excluding seating claims alleged in the *Silicani* matter on September 20, 2019, December 3, 2020, and February 16, 2021 (collectively, "Released PAGA Claims"). The PAGA Members will release the PAGA claims described herein and receive a portion of the PAGA Payments regardless of whether they opt out of the Class.

Limited Waiver of California Civil Code Section 1542. As part of the Settlement, all Participating Class Members and PAGA Members expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code with respect to the Released Class Claims and the Released PAGA Claims. Section 1542 provides as follows:

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.

If any of the facts relating in any manner to the Operative Complaint, or to the release and dismissal of claims as provided in the Settlement, are hereafter found to be other than or different from the facts now believed to be true, the Settlement and the release of claims therein shall nevertheless remain effective. The Settlement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims.

Released Parties. The Released Parties are: Defendant and (i) Defendant; (ii) Defendant's current and former subsidiaries, parents, and sister companies; (iii) the respective predecessors and successors of each entity listed in (i) and (ii); and (iv) all of the incumbent and former officers, directors, owners, members, managers, shareholders, investors, agents, insurers, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities of each entity referenced in and/or encompassed by (i), (ii) and (iii).

J. Who Are Class Counsel?

At the Preliminary Approval Hearing, the Court has appointed the following attorneys to represent the Class:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

Robert Drexler
Jonathan Lee
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

5. EXCLUDING YOURSELF FROM OR OBJECTING TO THE SETTLEMENT

A. Can I opt out of the Class Settlement?

If you do not want a payment from the Class Fund and/or you want to keep the right to sue Trader Joe's on your own about the legal issues in this case, then you need to take steps to remove yourself from the case. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately, because you may have to exclude yourself from this Settlement to continue

your own lawsuit. This is called excluding yourself from—or opting out of—the Settlement.

To exclude yourself from the Settlement, you must send a letter by First Class U.S. mail, fax, or email to the Settlement Administrator:

[Insert Settlement Administrator Contact Information]

Your request for exclusion must state the following: “I opt out of the *Trader Joe’s Wage and Hour Cases* class settlement.” Be sure to include your name, address, telephone number, and your signature. Your exclusion request must be received by [redacted]. If you do want a payment from the Class Fund, you do not need to do anything.

B. Can I opt out the PAGA Settlement?

If you are a PAGA Member, you will receive a payment from one or both of the PAGA Funds no matter what. You cannot opt out of the PAGA Funds. Trader Joe’s must pay individual payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims.

C. Can I tell the Court that I don’t agree with the Settlement or some part of it?

You can object to the Settlement if you don’t like any part of it. You must give reasons why you think the Court should not approve it. The Court will consider your views if you follow the instructions in this section. To object in writing, you must send a letter via U.S. mail, fax, or email stating: “I object to the class settlement in *Trader Joe’s Wage and Hour Cases*,” as well as reasons for the objection. Any reasons you do not include in the statement will not be considered by the Court. Be sure to include your name, address, telephone number, and signature. Mail, fax, or email the objection to:

[Insert Settlement Administrator Contact Information]

Your objection must be received no later than [redacted]. If you intend to appear in Court when the Court considers your objection, you must indicate that in your written objection. Even if you do not object in writing, you may object orally at the Final Settlement Hearing. You do not need to give any prior notice to appear at the Final Settlement Hearing.

D. What’s the difference between objecting to the Settlement and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can only object if you remain in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. **If you object and opt out, your objection will not be valid.**

6. THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed Settlement (the “Final Settlement Hearing”) on [REDACTED], 2026 at [REDACTED] a.m., in Department 2, Courtroom 8C of the San Mateo County Superior Court, located at 1050 Mission Road, South San Francisco, CA 94080. In addition to attending in person, you may also attend remotely using the Court Connect procedure at https://www.sanmateocourt.org/court_divisions/civil/. You may also appear in person. Check the Court’s website for the most current information on appearing in Court. The Court will determine: (i) whether the lawsuit should be finally certified as a class action solely and exclusively for Settlement purposes; (ii) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and if so, whether to enter a judgment incorporating the terms of the Settlement; (iii) whether the Class Members should be bound by the terms of the Settlement, including the release of claims; (iv) the amount of the attorneys’ fees and expenses award to Class Counsel; and (iii) the amount that should be awarded to Plaintiffs for class representative fees. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed Settlement. **You have a right to attend this hearing, but you are not required to do so.** You do not need to give any prior notice to appear at the Final Settlement Hearing. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

The Court has reserved the right to adjourn the Final Settlement Hearing to consider any issue, without further notice of any kind.

7. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

If you wish to learn more about this Lawsuit and Settlement, including the precise terms and conditions of the Settlement as set forth in the detailed Class Action Stipulation of Settlement, you may review the pleadings, the orders entered by the Court, and other papers filed in this litigation, at the San Mateo County Superior Court website for free by entering either the case number or case name at: <https://sanmateo.courts.ca.gov/online-services/online-case-access/odyssey-portals> and entering the Case No. JCCP 5196. or on the Settlement Administrator’s website at: [REDACTED]. If you wish to view the Court files in person, you do so at the Records Management Division in Room A at the Hall of Justice, 400 County Center, Redwood City, CA 94063.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Settlement Administrator shall direct all unclaimed funds to be paid to

the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.

- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

1 BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2 Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
3 Aparajit Bhowmik (State Bar #248066)
Christine T. LeVu (State Bar #288271)
4 Brooke Wilkinson Waldrop (State Bar #314486)
Adolfo Sanchez Contreras (State Bar #354371)
5 2255 Calle Clara
La Jolla, CA 92037
6 Telephone: (858)551-1223
Facsimile: (858) 551-1232
7 Website: www.bamlawca.com

8 Attorneys for Plaintiffs
Gregory Bartlett, Cassandra Vaglienty,
9 and Carla Cobian

10 *[Additional counsel listed on following page]*

11

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF SAN MATEO**

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15 TRADER JOE’S WAGE AND HOUR
16 CASES

17 Coordination Proceeding Special Title
(Cal. R. Ct. 3.550)

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Case No. JCCP 5196

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS AND PAGA SETTLEMENT**

Hearing Date: _____

Hearing Time: _____

Judge: Hon. Mark McCannon

Dept: 2

Date Filed: December 4, 2020

Trial Date: Not set

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1 The Court, having fully reviewed Plaintiffs’ Motion for Preliminary Approval of Class and
2 PAGA Settlement (the “Motion”), as well as other supporting documents thereto, orders as follows:

3 1. This Order incorporates by reference the parties’ Class Action and PAGA
4 Settlement Agreement (this “Settlement” or “Agreement”) attached as Exhibit [REDACTED] to the Declaration
5 of Kyle Nordrehaug in support of Plaintiffs’ Motion, on file with this Court, and all defined terms
6 herein shall have the same meaning as set forth in the Agreement.

7 2. The Gross Settlement Amount that Defendant shall pay is Twelve Million Four
8 Hundred Seventy Thousand Dollars (\$12,470,000). It appears to the Court on a preliminary basis
9 that the settlement amount and terms are fair, adequate and reasonable as to all potential Class
10 Members when balanced against the probable outcome of further litigation and the significant risks
11 relating to certification, liability and damages issues. The Court preliminarily approves the
12 settlement of *Trader Joe’s Wage and Hour Cases* set forth in the Agreement as falling within the
13 range of possible approval and meriting submission to potential Class Members and PAGA
14 Members, subject to the Final Approval Hearing.

15 3. The Court approves, as to form and content, for dissemination and distribution to
16 potential Class Members and PAGA Members, the Class Notice attached as Exhibit A to the
17 Agreement.

18 4. For purposes of, and solely in connection with, the Settlement, the Court finds that
19 each of the requirements for certification of the Class set forth in the Motion are met and hereby
20 certifies a Class defined as all individuals who worked for Defendant in California as non-exempt
21 Crew, Merchants, or Mates at any time between December 4, 2016 and March 31, 2024.

22 5. The Court directs the mailing of Class Notice by U.S. First-Class Mail to the Class
23 Members and PAGA Members in accordance with the Implementation Schedule set forth below.
24 The Court finds the dates selected for the mailing and distribution of the Class and Notice, as set
25 forth in the Implementation Schedule, meet the requirements of due process and provide the best
26 notice practicable under the circumstances and shall constitute due and sufficient notice to all
27 persons entitled thereto.

28 6. The Court hereby preliminarily approves the proposed procedure for exclusion from

1 the Settlement. Any Class Member may individually choose to opt out of and be excluded from
2 the Class as provided in the Class Notice by following the instructions for requesting exclusion
3 from the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked
4 or received no later than sixty (60) calendar days after the date of the mailing of the Class Notice
5 (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline for requests
6 for exclusion will be extended by an additional fifteen (15) days. A Request for Exclusion may
7 also be faxed or emailed to the Settlement Administrator as indicated in the Class Notice. Any
8 such person who chooses to opt out of and be excluded from the Class will not be entitled to any
9 recovery under the Class Settlement and will not be bound by the Class Settlement or have any
10 right to object, appeal or comment thereon. Class Members who have not requested exclusion shall
11 be bound by all determinations of the Court, the Agreement and the Judgment. A request for
12 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
13 group, class, or subclass of individuals is not permitted and will be deemed invalid.

14 7. Any Class Member who has not opted out may appear at the final approval hearing
15 and may object or express the Member’s views regarding the Settlement and may present evidence
16 and file briefs or other papers that may be proper and relevant to the issues to be heard and
17 determined by the Court as provided in the Class Notice. Class Members will have until the
18 Response Deadline to submit their written objections to the Settlement Administrator. Written
19 objections may also be faxed or emailed to the Settlement Administrator as indicated in the Class
20 Notice. If a Class Notice Packet is re-mailed, the Response Deadline for written objections will be
21 extended an additional fifteen (15) days. Alternatively, Class Members may appear at the Final
22 Approval Hearing to make an oral objection.

23 8. The Court hereby appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit
24 Bhowmik, Nicholas De Blouw, Christine T. LeVu, Brooke Waldrop, and Adolfo Sanchez
25 Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP; and Melissa Grant, Robert
26 Drexler, Jonathan Lee, and Sophia Flores of Capstone Law APC as Class Counsel.

27 9. The Court hereby appoints Apex Class Action LLC as the Settlement Administrator.
28 The Settlement Administrator shall perform the services set forth in the Agreement, with costs in

1 connection with all such services to come out of the Gross Settlement Amount.

2 10. To facilitate administration of the Agreement pending final approval, the Court
3 hereby enjoins Plaintiffs, all Class Members, and all PAGA Members from filing or prosecuting
4 any claims, suits or administrative proceedings (including filing claims with the California Division
5 of Labor Standards Enforcement) regarding claims released by the Agreement.

6 11. A Final Approval Hearing on the question of whether the proposed Agreement,
7 attorneys' fees and costs to Class Counsel, and the Class Representative Service Payments should
8 be finally approved as fair, reasonable and adequate as to the Class Members and PAGA Members
9 is scheduled for [REDACTED], 2026 at [REDACTED] a.m., in Department 2 of the above-entitled Court.
10 The Action is stayed and all trial and related pre-trial dates are vacated, subject to further orders of
11 the Court at the Final Approval Hearing.

12 12. The Court orders the following Implementation Schedule for further proceedings:

13 a. Preliminary Approval Granted	March 12, 2026
14 b. Deadline for Defendant to Submit Class and PAGA 15 Data to Settlement Administrator	April 2, 2026 [+21 days after preliminary approval 16 granted]
17 c. Deadline for Settlement Administrator to Mail Class 18 Notice Packets	April 16, 2026 [+14 days after Class and PAGA 19 Data provided]
20 d. Deadline for Class Members to Postmark Opt-Out 21 Statements, Workweek Disputes and Written 22 Objections to the Settlement	June 16, 2026 [+60 days after Class Notice Packet 23 mailed]
24 e. Deadline for Settlement Administrator to Provide 25 List of all Participating Class Members and Non- 26 Participating Class Members	July 7, 2026 [+21 days after deadline to submit 27 objections or Opt-Out Statements]
28 f. Deadline for Plaintiffs to file Motion for Final Approval	_____, 2026

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	[16 court days before Final Approval Hearing]
g. Final Approval Hearing and Final Approval	_____, 2026 at ___ p.m. [+16 court days after deadline set forth in (f) above]

IT IS SO ORDERED.

Dated: _____

Judge Mark A. McCannon
San Mateo Superior Court

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

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8 Attorneys for Plaintiffs
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9 and Carla Cobian

10 *[Additional counsel listed on following page]*

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

TRADER JOE’S WAGE AND HOUR
CASES

Coordination Proceeding Special Title
(Cal. R. Ct. 3.550)

Case No. JCCP 5196

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA SETTLEMENT AND ENTERING
FINAL JUDGMENT**

Hearing Date: _____
Hearing Time:

Judge: Hon. Mark McCannon
Dept: 2

Date Filed: December 4, 2020
Trial Date: Not set

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1 The Court, having fully reviewed Plaintiffs’ Motion for Final Approval of Class and PAGA
2 Settlement (the “Final Approval Motion”), as well as other supporting documents thereto, orders
3 as follows:

4 1. This Order incorporates by reference the parties’ Class Action and PAGA
5 Settlement Agreement (this “Settlement” or “Agreement”) attached as Exhibit [REDACTED] to the Declaration
6 of _____ in support of the Final Approval Motion, on file with this Court, and all defined
7 terms herein shall have the same meaning as set forth in the Agreement.

8 2. This Court has jurisdiction over the subject matter of the Action and over all Parties
9 to the Action, including all Class Members and PAGA Members.

10 3. The Court finds that the Class Notice to conforms with the requirements of
11 California Code of Civil Procedures section 382, California Rules of Court 3.766 and 3.769, and
12 any other applicable law, and constitutes the best notice practicable under the circumstances, by
13 providing individual notice to all Class Members and PAGA Members who could be identified
14 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
15 matters set forth therein to the other Class Members and PAGA Members. The Class Notice fully
16 satisfied the requirements of due process.

17 4. The Court finds that the Gross Settlement Amount of Twelve Million Four Hundred
18 Seventy Thousand Dollars (\$12,470,000) and the terms set forth in the Agreement are fair,
19 reasonable, and adequate. The Court hereby approves the Settlement set forth in the Agreement,
20 including the settlement awards, Released Class Claims, the Released PAGA Claims, and other
21 terms therein, and finds that the Agreement was entered into in good faith, that the terms therein
22 are fair, just, reasonable and adequate, and that the Agreement satisfies the standards and applicable
23 requirements for final approval of this class and PAGA action settlement under California law,
24 including the provisions of California Code of Civil Procedure section 382 and California Rules of
25 Court, rule 3.769. Defendant shall fully fund the Gross Settlement Amount, and also fund the
26 amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to the
27 Settlement Administrator no later than 14 days after the Effective Date.

28 5. The Class and PAGA Members defined in the Agreement previously preliminarily

1 approved by the Court on March 12, 2026 are made final. The Class is defined as all individuals
2 who worked for Defendant in California as non-exempt Crew, Merchants, or Mates at any time
3 between December 4, 2016 and March 31, 2024. All persons who meet the foregoing definition
4 are members of the Class, except for those individuals who filed a valid request for exclusion (“opt
5 out”) from the Class. There were ____ individuals who requested exclusion, and they are: [Identify
6 the names of any opt outs]. Each Participating Class Member will be entitled, provisionally, to a
7 share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class
8 Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator
9 with the Workweeks worked for all Class Members during the Class Period; (ii) for all Class
10 Members who worked as Mates during the Class Period, the Settlement Administrator will multiply
11 the Workweeks worked by a multiplier of two (2) to determine the Workweeks worked for Mates
12 for purposes of this Settlement; (iii) the Settlement Administrator will then divide the Workweeks
13 worked by a Class Member during the Class Period by the aggregate total Workweeks worked by
14 all Class Members during the Class Period to determine each Class Member’s proportional share
15 (the “Pro Rata Share”); and (iv) the Settlement Administrator shall then take each Class Member’s
16 Pro Rata Share and multiply it by the Net Settlement Amount to calculate their Settlement Share.

17 6. The PAGA Members are defined as all individuals who worked for Defendant in
18 California as non-exempt Crew, Merchants, or Mates at any time between December 4, 2019 and
19 September 5, 2025.

20 7. As of the Effective Date, each and every Released Class Claim of each and every
21 Participating Class Member and each and every Released PAGA Claim of each and every PAGA
22 Member, as of the date of the Agreement, is and shall be deemed to be conclusively released, as
23 more fully described in the Agreement, as against the Released Parties. The “Released Class
24 Claims” are any and all known and unknown claims under applicable state, local, and federal law
25 that were or could have been asserted in any complaints or any amended complaints based on or
26 reasonably related to the same facts alleged in the Operative Complaint which occurred during the
27 Class Period during employment as a Class Member, excluding seating claims alleged in the
28 *Silicani* matter, including any and all claims for unpaid minimum wages, unpaid overtime, the

1 failure to provide compliant meal periods, the failure to provide compliant rest periods, non-
2 compliant wage statements, unpaid sick leave, unreimbursed expenses, and the failure to timely
3 pay wages during employment and upon termination, (collectively, “Released Class Claims”).
4 Except as expressly set forth in the Agreement, Participating Class Members do not release any
5 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
6 Employment and Housing Act, unemployment insurance, disability, social security, workers’
7 compensation, or claims based on facts occurring outside the Class Period. The “Released PAGA
8 Claims” are all known and unknown claims for PAGA penalties that were alleged or reasonably
9 could have been alleged based on the facts alleged in the Operative Complaint and in the PAGA
10 Notices submitted by Plaintiffs to the LWDA on September 20, 2019, December 3, 2020, and
11 February 16, 2021, which occurred during the First PAGA Period and the Second PAGA Period
12 during employment as a PAGA Member excluding seating claims alleged in the *Silicani* matter on
13 September 20, 2019, December 3, 2020, and February 16, 2021 (collectively, “Released PAGA
14 Claims”). The PAGA Members will release the PAGA claims described in the Agreement and
15 receive a portion of the PAGA Payments regardless of whether they opt out of the Class.

16 8. As of the Effective Date, all of the Class Members are forever barred from
17 prosecuting the Released Class Claims against the Released Parties and all of the PAGA Members
18 are forever barred from prosecuting the Released PAGA Claims against the Released Parties.

19 9. The Agreement is not an admission by Trader Joe’s nor is this Order and Final
20 Judgment a finding of the validity of any claims in the action or of any wrongdoing by Trader Joe’s.
21 Furthermore, the Agreement is not a concession by Trader Joe’s and shall not be used as an
22 admission of any fault, omission or wrongdoing by Trader Joe’s. This Order and Final Judgment,
23 the Agreement, any document referenced to herein, any action taken to carry out the Agreement,
24 and the exhibits thereto, and any negotiations or proceedings related thereto:

25 a. shall not be construed as, or deemed to be evidence of, or an admission or
26 concession with regard to the denials or defenses by Trader Joe’s; and

27 b. shall not be offered in evidence in any action or proceeding against the Parties in
28 any court, administrative agency or other tribunal for any purpose whatsoever.

1 Nothing in this paragraph, however, shall be deemed to preclude the parties from
2 introducing this Order and Final Judgment, the Agreement and exhibits, and any other papers and
3 records on file in the Class Action, to enforce the Agreement and/or any orders of this Court, and/or
4 in any other litigation as evidence of the Settlement by Trader Joe's to support a defense of res
5 judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense
6 as to the Released Claims.

7 10. The Court confirms Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit
8 Bhowmik, Nicholas De Blouw, Christine T. LeVu, Brooke Waldrop, and Adolfo Sanchez
9 Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP; and Melissa Grant, Robert
10 Drexler, Jonathan Lee, and Sophia Flores of Capstone Law APC as Class Counsel.

11 11. The application of Class Counsel for attorneys' fees and costs is hereby granted.
12 Class Counsel is awarded \$4,156,666.67 as attorneys' fees and \$ [REDACTED] in actual costs, to
13 be disbursed pursuant to the Agreement and Orders of this Court. The payment of Class Counsel
14 Fees Payment shall be allocated 85% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and
15 15% to Capstone Law APC. The Class Counsel Litigation Expenses shall be allocated
16 \$ _____ to Blumenthal Nordrehaug Bhowmik De Blouw LLP and \$ _____ to
17 Capstone Law APC.

18 12. In recognition of the Class Representatives' efforts on behalf of the Class, the Court
19 hereby approves the payment of incentive awards to the Class Representatives. Each Class
20 Representative is awarded \$10,000.00 as an enhancement for his or her service in this action, to be
21 disbursed pursuant to the Agreement and Orders of this Court.

22 13. The Court confirms Apex Class Action LLC as the Settlement Administrator. The
23 Settlement Administrator is awarded the amount of \$ [REDACTED] for performance of its
24 settlement claims administration services, to be disbursed pursuant to the Agreement and Orders of
25 this Court.

26 14. The Court approved the PAGA Payment of \$710,000 in PAGA penalties and orders
27 the payment as follows: payment in the amount of \$532,500 to the State of California Labor and
28 Workforce Development Agency, and \$177,500 will be distributed to PAGA Members, to be

1 disbursed pursuant to the Agreement and Orders of this Court. For the First PAGA Payment, the
2 Settlement Administrator will pay 75% of the First PAGA Payment, which is presently \$180,000,
3 to the LWDA and 25% of the First PAGA Payment, which is presently \$60,000, to the PAGA
4 Members by (a) dividing the amount of the PAGA Members' 25% share of the First PAGA
5 Payment (\$60,000) by the total number of PAGA Pay Periods worked by all PAGA Members
6 during the First PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay
7 Periods during the First PAGA Period. The First PAGA Period is from December 4, 2019 to March
8 31, 2024. For the Second PAGA Payment, the Settlement Administrator will pay 75% of the
9 Second PAGA Payment, which is presently \$352,500, to the LWDA and 25% of the Second PAGA
10 Payment, which is presently \$117,500, to the PAGA Members by (a) dividing the amount of the
11 PAGA Members' 25% share of the Second PAGA Payment (\$117,500) by the total number of
12 PAGA Pay Periods worked by all PAGA Members during the Second PAGA Period and (b)
13 multiplying the result by each PAGA Member's PAGA Pay Periods during the Second PAGA
14 Period. The Second PAGA Period is from April 1, 2024 to September 5, 2025. Pursuant to Labor
15 Code section 2699, the LWDA was provided notice of the Agreement and these settlement terms
16 and has not indicated any objection thereto. The Court finds this PAGA Payment to be reasonable.

17 15. The parties are hereby directed to perform the terms of the Agreement and to report
18 to the Court when that performance has been completed including filing a satisfaction of judgment
19 when all monies have been paid and disbursed. Pursuant to Labor Code section 2699, Class
20 Counsel shall submit a copy of this Order and Judgment to the LWDA within 10 days after its
21 entry.

22 16. The Court shall retain jurisdiction of this action to enforce the terms of the judgment
23 under California Code of Civil Procedure § 664.6. Without affecting the finality of this Judgment,
24 the Court reserves continuing and exclusive jurisdiction over the Parties to the Agreement to
25 administer, supervise, construe, and enforce the Agreement in accordance with its terms of the
26 mutual benefit of the parties. Under California Code of Civil Procedure §§ 578, 579, and 664.6,
27 the Court, in the interests of justice, there being no just reason for delay, expressly directs the Clerk
28 of the Court to enter this Judgment. At such time as a report is received that the monetary relief

1 terms of the Agreement have been effectuated, the Court's jurisdiction shall be deemed terminated
2 as a final matter for all purposes.

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4 THEREFORE, THE COURT HEREBY ADJUDGES AND DECREES THAT
5 JUDGMENT BE ENTERED PURSUANT TO THE TERMS OF THIS ORDER AND FINAL
6 JUDGMENT.

7 **IT IS SO ORDERED.**

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9 Dated: _____

Judge Mark A. McCannon
San Mateo Superior Court

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