

**AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND
RELEASE**

The undersigned Parties agree to modify the Class Action and Private Attorneys General Act Settlement Agreement and Release ("Agreement") as follows:

Paragraph II.AA. is amended as follows:

AA. PAGA Settlement Amount

\$2,219,500 or such other amount approved by the Court, 75% of which is to be paid to the LWDA and 25% of which is to form the PAGA Fund to be paid to PAGA Group Members as described in this Agreement. The PAGA Settlement Amount is to be paid for resolution of the PAGA claims alleged in the Actions.

Paragraph III.F. is amended to provide as follows:

F. Attorneys' Fees and Expenses

Defendants agree not to oppose Plaintiffs' application for attorneys' fees in an amount up to 35% of the Gross Settlement Amount and reimbursement of litigation costs and expenses in an amount not to exceed **\$60,000.00**, subject to the Court's approval. Plaintiffs agree not to petition the Court for an Award of attorneys' fees or reimbursement of litigation costs and expenses more than these amounts, and in no event shall Defendants be liable for any attorneys' fees or costs in excess of these amounts. The Fee and Expense Award shall represent payment for all claims for Class Counsels' attorneys' fees and litigation costs and expenses, past and future, incurred in the Actions. The Fee and Expense Award shall be paid from the Settlement Fund Amount and Defendants shall not otherwise be required to pay for any portion of Plaintiffs' or the Class Members' attorneys' fees, costs, or expenses. The Fee and Expense Award shall be paid to Class Counsel following the Effective Date pursuant to this Agreement. An Award by the Court of attorneys' fees or costs that is less than the amounts applied for will not be grounds for Plaintiffs or Class Counsel to challenge or withdraw from the Settlement.

Paragraph III.G. is amended to provide as follows:

G. PAGA Settlement Amount

Subject to any adjustment of the Gross Settlement Amount if the Escalator Clause set forth below is triggered and Defendants elect the longer PAGA Period, Plaintiffs shall seek approval from the Court for a total payment of **\$2,219,500** (\$3.6 million, less the Fee and Expense Award not to exceed **\$1.32** million, administration costs of \$17,500, \$13,000 for the Wage Statement Class Fund, and Service Fees (not to exceed \$30,000)) for resolution of the PAGA claims alleged in the Actions. 75% of the PAGA Settlement Amount (**\$1,664,625**) shall be paid to the LWDA and 25% of the PAGA Settlement Amount (**\$554,875**) shall form the PAGA Fund to be paid to PAGA Group Members in accordance with the Plan of Allocation set forth herein. To the extent the sum of the Fee and Expense Award, Service Payments, and Settlement Administration Costs awarded by the Court is less than the sum of the respective amounts requested by Plaintiffs, in accordance with this Agreement, the PAGA Settlement Amount shall be increased by the difference between

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the sum of the amounts requested by Plaintiffs and the sum of the amounts awarded by the Court.

Exhibit A (Notice of Settlement of Class Action) at p. 3 is amended to read as follows:

Fee and Expense Award to Class Counsel: Upon approval by the Court, Defendants will pay attorneys' fees and reimburse litigation costs and expenses to Class Counsel. The proposed Settlement permits Class Counsel to request up to 35% of the Gross Settlement Amount (\$1,260,000.00) as their fees for prosecuting this case and up to \$60,000.00 for reimbursement of their costs and expenses incurred in the Action. You are not personally responsible for any of Class Counsel's attorneys' fees, costs, or expenses.

PAGA Settlement Amount: The proposed Settlement provides for a payment of \$2,219,500.00 for resolution of the PAGA claims alleged in the Actions. Of that amount, 75% (or \$1,664,625.00) of the PAGA Settlement Amount shall be paid to the LWDA and 25% (or \$554,875.00) of the PAGA Settlement Amount shall form the PAGA Fund to be paid to PAGA Group Members.

Dated: November 11, 2024 _____

Nadia Tuliau

NADIA TULIAU

On behalf of herself and the Settlement Class and
on behalf of the State of California and PAGA
Group Members as a private attorney general

Dated: _____

KARLOS WHITE-VALDEZ

On behalf of himself, the State of California, and
PAGA Group Members as a private attorney
general

Dated: _____

RALPHS GROCERY COMPANY
THE KROGER CO

By: Steven J. Prough
as an authorized representative for
Defendants Ralphs Grocery Company and
The Kroger Co.

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Dated: _____

NADIA TULIAU
On behalf of herself and the Settlement Class and
on behalf of the State of California and PAGA
Group Members as a private attorney general

Dated: 11 / 08 / 2024 _____



KARLOS WHITE-VALDEZ
On behalf of himself, the State of California, and
PAGA Group Members as a private attorney
general

Dated: _____

RALPHS GROCERY COMPANY
THE KROGER CO
By: Steven J. Prough
as an authorized representative for
Defendants Ralphs Grocery Company and
The Kroger Co.

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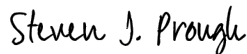
Dated: _____

NADIA TULIAU
On behalf of herself and the Settlement Class and
on behalf of the State of California and PAGA
Group Members as a private attorney general

Dated: _____

KARLOS WHITE-VALDEZ
On behalf of himself, the State of California, and
PAGA Group Members as a private attorney
general

Dated: 11/8/2024

DocuSigned by:

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RALPHS GROCERY COMPANY
THE KROGER CO
By: Steven J. Prough
as an authorized representative for
Defendants Ralphs Grocery Company and
The Kroger Co.

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APPROVED AS TO FORM AND NOT AS A PARTY TO THIS AGREEMENT:

Dated: _____

Peter R. Dion-Kindem

THE DION-KINDEM LAW FIRM
PETER R. DION-KINDEM, P.C.
Peter R. Dion-Kindem
Attorneys for Plaintiffs NADIA TULIAU and
KARLOS WHITE-VALDEZ

Dated: _____

Lonnie C. Blanchard

THE BLANCHARD LAW GROUP, APC
Lonnie C. Blanchard III
Attorneys for Plaintiffs
NADIA TULIAU and KARLOS WHITE-VALDEZ

Dated: _____

MD. H

THE HOLMES LAW GROUP, APC
Jeff Holmes
Attorneys for Plaintiffs
NADIA TULIAU and KARLOS WHITE-VALDEZ

Dated: _____

SCHNEIDER WALLACE COTTRELL
KONECKY LLP
Carolyn Cottrell
Attorneys for Plaintiffs
NADIA TULIAU and KARLOS WHITE-VALDEZ

Dated: _____

DAVIS WRIGHT TREMAINE LLP
Tritia M. Murata
Attorneys for Defendants
RALPHS GROCERY COMPANY and
THE KROGER CO.

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THE DION-KINDEM LAW FIRM
PETER R. DION-KINDEM, P.C.
Peter R. Dion-Kindem
Attorneys for Plaintiffs NADIA TULIAU and
KARLOS WHITE-VALDEZ

Dated: _____

THE BLANCHARD LAW GROUP, APC
Lonnie C. Blanchard III
Attorneys for Plaintiffs
NADIA TULIAU and KARLOS WHITE-VALDEZ

Dated: _____

THE HOLMES LAW GROUP, APC
Jeff Holmes
Attorneys for Plaintiffs
NADIA TULIAU and KARLOS WHITE-VALDEZ

Dated: 11/8/2024 _____



SCHNEIDER WALLACE COTTRELL
KONECKY LLP
Carolyn Cottrell
Attorneys for Plaintiffs
NADIA TULIAU and KARLOS WHITE-VALDEZ

Dated: _____

DAVIS WRIGHT TREMAINE LLP
Tritia M. Murata
Attorneys for Defendants
RALPHS GROCERY COMPANY and
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THE DION-KINDEM LAW FIRM
PETER R. DION-KINDEM, P.C.
Peter R. Dion-Kindem
Attorneys for Plaintiffs NADIA TULIAU and
KARLOS WHITE-VALDEZ

Dated: _____

THE BLANCHARD LAW GROUP, APC
Lonnie C. Blanchard III
Attorneys for Plaintiffs
NADIA TULIAU and KARLOS WHITE-VALDEZ

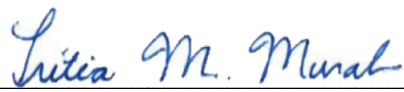
Dated: _____

THE HOLMES LAW GROUP, APC
Jeff Holmes
Attorneys for Plaintiffs
NADIA TULIAU and KARLOS WHITE-VALDEZ

Dated: _____

SCHNEIDER WALLACE COTTRELL
KONECKY LLP
Carolyn Cottrell
Attorneys for Plaintiffs
NADIA TULIAU and KARLOS WHITE-VALDEZ

Dated: November 8, 2024



DAVIS WRIGHT TREMAINE LLP
Tritia M. Murata
Attorneys for Defendants
RALPHS GROCERY COMPANY and
THE KROGER CO.