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RITE AID CORPORATION and
THRIFTY PAYLESS, INC.

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DAVID RAMIREZ and MARION
LEMONS, on behalf of themselves
and all others similarly situated,

Plaintiffs,

vs.

RITE AID CORPORATION,
THRIFTY PAYLESS, INC. and
DOES 1-10, inclusive,

Defendants.

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Case No.: 2:20-cv-03531-GW-SKx
(Consolidated with Case No. 2:20-cv-
07617-GW-SKx)

**CLASS ACTION AND PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint Filed: April 16, 2020
FAC Filed: July 20, 2020
Consolidated
Complaint filed: December 30, 2020

1 This Class Action and Private Attorneys General Act (“PAGA”) Settlement
2 Agreement and Release (hereinafter “**Settlement**” or “**Agreement**”) is made and entered
3 into by and between Plaintiffs David Ramirez and Marion Lemons (hereinafter,
4 “**Plaintiffs**” or “**Representative Plaintiffs**”), individually and on behalf of all
5 Participating Class Members (as defined in Paragraph 12(e)), on the one hand, and
6 Defendants Thrifty Payless, Inc. (“TPI”) and Rite Aid Corporation (“RAC”) (collectively,
7 “**Defendants**”), on the other hand, (collectively, the “**Parties**”), and subject to the
8 approval of the Court.

- 9
- 10 1. On April 16, 2020, Plaintiff David Ramirez filed his class action Complaint in the
11 United States District Court, Central District entitled “*David Ramirez v. Rite Aid*
12 *Corporation, et al.*,” pending as Case No. 2:20-cv-03531-GW-SKx. He
13 subsequently filed a First Amended Complaint on July 20, 2020 (collectively the
14 “**Ramirez Class Action**”).
 - 15
 - 16 2. On May 6, 2020, Plaintiff Marion Lemons filed her class action and Private
17 Attorneys General Act (“PAGA”) Complaint in the United States District Court,
18 Northern District entitled “*Marion Lemons v. Rite Aid Corporation, et al.*,” pending
19 as Case No. 2:20-cv-07617-GW-SK (the “**Lemons Class and PAGA Action**”).
20
 - 21 3. On June 24, 2020, Plaintiff David Ramirez filed a second Complaint alleging only
22 a violation of PAGA in the California Superior Court, County of Alameda, entitled
23 “*David Ramirez v. Rite Aid Corporation, et al.*,” pending as Case No. RG20065869
24 (the “**Ramirez PAGA Action**”). Consistent with Paragraph 37(b), this Agreement
25 also requires the dismissal with prejudice of the *Ramirez* PAGA Action.
 - 26
 - 27 4. The Court consolidated the *Ramirez* Class Action and the *Lemons* Class and PAGA
28 Action on November 30, 2020 (the “**Consolidated Action**”). Representative

1 Plaintiffs filed the Consolidated Complaint on December 30, 2020. The *Ramirez*
2 PAGA Action remains pending in the Superior Court of California, Alameda
3 County.

4
5 5. The Consolidated Complaint asserts the following claims: (1) failure to pay for all
6 hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime
7 wages; (4) failure to authorize and permit and/or make available meal periods; (5)
8 failure to provide accurate itemized wage statements; (6) waiting time penalties; (7)
9 failure to pay all wage due on regularly-scheduled paydays; (8) violation of
10 California Business and Professions Code; (9) injunctive relief under California
11 Business and Professions Code; and (10) penalties under Labor Code Section 2699
12 on behalf of themselves and all individuals who worked for Defendants as a non-
13 exempt associates in California during the applicable limitations periods.

14
15 6. In the Consolidated Action Representative Plaintiffs allege, *inter alia*, that
16 Defendants required non-exempt associates in Rite Aid retail stores to wait for and
17 undergo bag inspections while off-the-clock. Representative Plaintiffs allege that
18 this resulted in Defendants failing to compensate associates for the time spent
19 waiting for and undergoing bag inspections, allegedly yielding violations of various
20 California Labor Code sections (including, *inter alia*, unpaid wages, meal period
21 violations, wage statement violations, failure to pay wages upon separation and
22 PAGA).

23
24 7. The Parties participated in a mediation session with highly-regarded mediator Jeff
25 Ross on March 12, 2021. Following that mediation session and continued
26 settlement discussions facilitated by Mr. Ross, on June 3, 2021, the Parties
27 reached a settlement resolving this Consolidated Action and the *Ramirez* PAGA
28 Action.

1 8. Prior to mediation, the Parties engaged in formal written discovery, depositions
2 and an informal exchange of information. Under mediation privilege, Defendants
3 provided to Representative Plaintiffs and their counsel substantial raw data and
4 data compilations and analysis concerning the Settlement Class performed by a
5 well-regarded litigation consulting firm retained by Defendants. Furthermore,
6 counsel for the Parties conferred extensively concerning this information, the
7 merits of the Parties' claims and/or defenses, and other issues relevant to reaching
8 a settlement. Class Counsel also spoke with multiple putative class members on
9 whose behalf this Consolidated Action was brought.

10
11 9. Representative Plaintiffs and their counsel have conducted sufficient discovery
12 (formal and informal) and analysis to evaluate the strengths and weaknesses of
13 their respective claims and Defendants' defenses and to recommend this
14 Settlement to the Class Members and the Court.

15
16 10. Class Counsel has fully advised Representative Plaintiffs of this Agreement and
17 represents that they approve of and consent to the terms herein.

18
19 **TERMS OF SETTLEMENT**

20
21 NOW, THEREFORE, in consideration of the mutual covenants, promises and
22 warranties set forth herein, the Parties agree, subject to the Court's approval, as follows:

23
24 11. **Definitions of Certain Settlement Terms:**

- 25
26 a. **"Person"** shall have the meaning set forth in California Government Code
27 Section 17.
28

- 1 b. **“Settlement Class”**: Those individuals who, according to TPI’s personnel
2 and payroll records, worked for TPI as a non-exempt associate in a Rite Aid
3 retail store in California at any time during the period of April 16, 2016
4 through the date of the Court’s order granting preliminary approval of this
5 Settlement.
- 6
- 7 i. In addition to the express exclusion in Paragraph 37(c), this
8 Settlement Class shall exclude any individual whom has previously
9 signed an individual release that encompasses all claims contained in
10 this Consolidated Action.
- 11
- 12 c. **“Class Period”**: April 16, 2016 through the date of the Court’s order
13 granting Final Approval of this Settlement.
- 14
- 15 d. Each individual member of the Settlement Class shall be referred to as a
16 **“Class Member.”**
- 17
- 18 e. **“Participating Class Members”**: All Members of the Settlement Class
19 except those who timely submit a valid Request for Exclusion (as defined in
20 Paragraph 34(a)) from this Settlement pursuant to the process described in
21 this Agreement.
- 22
- 23 f. **“PAGA Aggrieved Employees”**: All Participating Class Members who
24 worked for TPI as a non-exempt associate in a Rite Aid retail store in
25 California at any time during the period of April 20, 2019 through the date
26 of the Court’s order granting preliminary approval of this Settlement.
- 27
- 28 g. **“Class Counsel”**: Schneider Wallace Cottrell Konecky LLP and Aiman-

Smith & Marcy PC.

- h. **“Notice”**: The notice form to Class Members, substantially in the form attached hereto as **Exhibit A**, which will, among other things, notify Class Members of the preliminary approval of the settlement and scheduling of the final approval hearing.
- i. **“Notice Deadline”** means the date that is thirty (30) days after the Notice is initially mailed to the Settlement Class. Settlement Class Members shall have until the Notice Deadline to object to or opt out of the Settlement.
- j. **“Effective Date”**: The Settlement embodied in this Agreement shall become effective upon execution by all Parties, Class Counsel, Defendants’ counsel, and Final Approval from the Court, following Notice to Class Members and a formal fairness hearing and entry of a final judgment by the Court in accordance with and upholding its terms herein.
- k. **“Final Approval”**: The date of the Court’s order granting final approval of the Settlement.
- l. **“Administrator”**: The administrator responsible for administering this settlement, JND Legal Administration.

- 12. **Settlement of the Consolidated Action**: As detailed in the Release set forth in Paragraph 37, all causes of action alleged in the *Ramirez* Class Action, the *Lemons* Class and PAGA Action, the *Ramirez* PAGA Action and/or the Consolidated Action—and any claims, damages, or causes of action that could have been brought based on the factual allegations in the *Ramirez* Class Action, the *Lemons* Class and

PAGA Action, the *Ramirez* PAGA Action and/or the Consolidated Action, including any claims arising from the alleged violation of any provision of California and/or federal law which were or could have been raised as a part of the *Ramirez* Class Action, the *Lemons* Class and PAGA Action, the *Ramirez* PAGA Action and/or the Consolidated Action—shall be settled and compromised in full and without exception as between each Participating Class Member and Defendants, subject to the terms and conditions set forth in this Agreement and the approval of the United States District Court for the Central District of California.

13. Settlement Amount:

a. **“Gross Settlement Amount”:** In consideration for this Settlement and a release by the Participating Class Members, Defendants have agreed to pay the sum of Nine Million Dollars and Zero Cents (\$9,000,000.00). The Gross Settlement Amount is the maximum amount that Defendants are required to pay for any and all purposes under this Agreement. The Gross Settlement Amount shall exclude Defendants’ share of federal, state, and local taxes, and such amounts will be paid separately by Defendants. In no event shall any part of the Gross Settlement Amount revert to the Defendants.

b. **“Net Settlement Amount”:** The Gross Settlement Amount of Nine Million Dollars and Zero Cents (\$9,000,000.00) less the following deductions:

i. The sum of Ten Thousand Dollars and Zero Cents (\$10,000.00) for the enhanced payment to Plaintiff Ramirez under Paragraph 17 or such other lesser amount as approved by the Court;

ii. The sum of Ten Thousand Dollars and Zero Cents (\$10,000) for the

enhanced payment to Plaintiff Lemons under Paragraph 17 or such other lesser amount as approved by the Court;

iii. The sum of attorneys' fees to Class Counsel under Paragraph 19(a), which shall not exceed Two Million Nine Hundred and Ninety-Nine Thousand Seven Hundred Dollars and Zero Cents (\$2,999,700.00) (33.33 % of the Gross Settlement Amount);

iv. The sum of costs awarded to Class Counsel under Paragraph 19(b), which shall not exceed Twenty-Seven Thousand Dollars and Zero Cents (\$27,000.00);

v. The administrative expenses approved by the Court pursuant to this Agreement, estimated at Ninety-Eight Thousand and Twenty-Three Dollars and Zero Cents (\$98,023.00); and

vi. Sixty-Seven Thousand Five Hundred Dollars and Zero Cents (\$67,500.00), which is 75% of the Ninety Thousand Dollars and Zero Cents (\$90,000.00) earmarked for the release of Representative Plaintiffs' and each Participating Class Member's PAGA claims, and which will be paid to the California Labor and Workforce Development Agency.

c. The Net Settlement Amount is comprised of two parts: (1) the "**Net PAGA Settlement Amount**" (*i.e.*, the \$22,500.00 earmarked for the release of Representative Plaintiffs' and each PAGA Aggrieved Employee's PAGA claims that is not payable to the California Labor and Workforce Development Agency); and (2) the "**Net Class Settlement Amount**" (*i.e.*,

the entire Net Settlement Amount less the Net PAGA Settlement Amount,
which is approximately \$5,765,277.00).

14. Settlement Formula and Distribution: Subject to the conditions of this Agreement, Participating Class Members shall be entitled to a share (the “**Settlement Share**”) of the Net Settlement Amount. First, the Net Class Settlement Amount is to be divided among all Participating Class Members based on their pro-rata percentage of workweeks (determined by dividing the number of weeks worked by the Participating Class Member as a non-exempt associate in a Rite Aid retail store location during the Class Period, by the total number of weeks worked by all Participating Class Members as non-exempt associates in Rite Aid retail store locations during the Class Period), such that the Participating Class Members shall receive a dollar amount calculated by multiplying each of their respective percentages by the Net Class Settlement Amount. Second, the Net PAGA Settlement Amount is to be divided equally amongst all PAGA Aggrieved Employees (*i.e.*, Participating Class Members who worked for TPI as a non-exempt associate in a Rite Aid retail store in California at any time between April 20, 2019 and the date of preliminary approval).

15. Reference to TPI’s Records: The number of weeks worked by Participating Class Members as non-exempt associates in a Rite Aid retail location during the Class Period will be determined by reference to TPI’s records. TPI’s records shall be presumptively correct for determining who the Class Members are and the number of weeks worked by the Class Members as non-exempt associates in California during the Class Period.

16. Allocation of Settlement Payments:

- a. One-quarter (1/4) of all Settlement Share payments to Participating Class Members shall be considered wages and shall be subject to the withholding of all applicable local, state and federal taxes. Participating Class Members will receive from the Administrator an IRS Form W-2 for the payment and taxes that will be withheld at the rate required by law. Furthermore, Defendants (via the Administrator) will pay all amounts required by law to be paid by the employer to any federal, state or local tax authority.
- b. Three-quarters (3/4) of all Settlement Share payments to Participating Class Members shall be considered non-wages for the settlement of interest claims, statutory and civil penalty claims, and for attorneys' fees. Participating Class Members will receive from the Administrator an IRS Form 1099 for these payments, in accordance with and if required by IRS requirements, and will be responsible for correctly characterizing this compensation for tax purposes and to pay any taxes owing.

17. Service Payment Award to Representative Plaintiffs: From the Gross Settlement Amount each Representative Plaintiff will be paid Ten Thousand Dollars and Zero Cents (\$10,000.00) as a service award for their time and efforts as Representative Plaintiffs. These service payment awards are in addition to their rights to payments provided in this Agreement. In addition, the Representative Plaintiffs will execute a general release of all known and unknown claims, substantially in the forms attached hereto as **Exhibits "B" and "C,"** in exchange for their service payment awards.

- a. The Representative Plaintiffs will receive IRS Form 1099s for their service

award payments and will be responsible for correctly characterizing this compensation for tax purposes and to pay any taxes owing.

b. The Representative Plaintiffs hereby indemnify and hold Defendants harmless for and against any action or liability of Representative Plaintiffs, if any tax authority should dispute the characterization of this compensation.

c. The Representative Plaintiffs shall not be entitled to the payment set forth in the Subparagraph above unless they provide their Social Security number or tax identification numbers to the Administrator.

18. PAGA Payment: Subject to Court Approval, from the Gross Settlement Amount, a payment of Sixty Seven Thousand Five Hundred Dollars and Zero Cents (\$67,500.00) will be made to the California Labor and Workforce Development Agency ("LWDA"), which is the payment to the State of California for its share of civil penalties pursuant to the Labor Code Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* ("PAGA"), approved by the Court. The Sixty Seven Thousand Five Hundred Dollars and Zero Cents (\$67,500.00) payment is 75% of Ninety Thousand Dollars and Zero Cents (\$90,000.00), which is the amount that the Parties have earmarked for the release of claims under PAGA. The remaining Twenty-Five Percent (25%), or Twenty-Two Thousand Five Hundred Dollars and Zero Cents (\$22,500.00), will be allocated to the Net PAGA Settlement Amount for distribution to the PAGA Aggrieved Employees as set forth in Paragraph 14 above (*i.e.* Participating Class Members who worked for TPI as non-exempt associates in a Rite Aid retail store in California at any time between April 20, 2019 and the date of preliminary approval). The Net PAGA Amount will be divided equally amongst the PAGA Aggrieved Employees.

19. Attorneys' Fees and Costs

- a. Class Counsel shall submit an application for an award of attorneys' fees not to exceed Two Million Nine Hundred and Ninety-Nine Thousand Seven Hundred Dollars and Zero Cents (\$2,999,700.00) (33.33 % of the Gross Settlement Amount). This amount will cover all work performed to date and all work to be performed in connection with the approval by the Court of this Agreement and the final conclusion of this Consolidated Action. Defendants agree not to oppose any fee application that is not in excess of the amount specified in this Paragraph.
- b. Class Counsel shall submit an application for the reimbursement of costs and expenses in an amount not to exceed \$27,000.00. This amount will cover all costs and expenses incurred to date or to be incurred. This amount shall come from the Gross Settlement Amount. Defendants agree not to oppose any cost and expense application that is not in excess of the amount specified in this Paragraph.

20. Date of Defendants' Payment to Administrator: Defendants shall pay the Administrator all amounts awarded and approved by the Court, for payment to the Settlement Class, to the LWDA, the service payment awards, and for attorneys' fees and costs on the "**Payment Date**," which shall be the latest of the following occurrences:

- a. Fourteen (14) calendar days following the entry of a Judgment finally approving this Settlement, provided no objection is made to this Settlement prior to or at the hearing for final approval of this Settlement, or if any objection is made, but is resolved formally and withdrawn prior to the final

approval hearing of this Settlement.

b. If an objection to this Settlement is made before or at the hearing for final approval (that is not resolved prior to the hearing and is formally withdrawn), fourteen (14) calendar days after any deadline to file an appeal under Federal Rule of Appellate Procedure 4 has expired, provided no appeal is filed.

c. If an appeal has been taken or sought, fourteen (14) calendar days after the date the Judgment is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review, or the date the appeal(s) or other judicial review are finally dismissed (and upholding the Settlement) with no possibility of subsequent appeal or other judicial review.

21. Date of Administrator's Payment to Recipients: Within ten (10) business days of the Payment Date, the Administrator shall distribute all payments due under the Settlement, including the checks for payments to each Participating Class Member, to Representative Plaintiffs, to the LWDA, and Class Counsel. Also within ten (10) business days of the Payment Date, the Administrator shall remit payment to the appropriate tax authorities of the employee's and employer's share of taxes with respect to the wage-portion.

22. No Further Payments: Defendants shall have no obligation to pay or provide any further consideration to any Class Member by reason of this Agreement or because of the foregoing payments, including but not limited to contributions to any 401(k) or other retirement or employee benefit plan, vacation or sick pay, etc. Any payments made pursuant to this Agreement will not trigger any obligation of Defendants to make any withholding for 401(k) contributions or to make any

contributions to any 401(k) or similar plan. Nor will it trigger any obligation of Defendants to make any contributions to any employee welfare benefit plan for the benefit of any Class Member who is a member of any union.

23. Certification for Settlement Purposes Only: As part of this Agreement and for purposes of this Settlement only, the Parties stipulate to the certification of the Settlement Class. If this Agreement does not become final for any reason, the Parties' willingness to stipulate to class certification as part of this Settlement shall have no bearing on, and will not be admissible in connection with, the issue of whether any class should be certified in this case or in any other pending or future lawsuit. The Parties and their counsel will not offer or make reference to this provisional stipulation to class certification for purposes of this Settlement in any subsequent proceeding in this Consolidated Action (except for purposes of having this Agreement approved by the Court) or in any other action.

24. Parties' Contentions: In entering into this Agreement, Defendants do not admit to any liability or wrongdoing of any kind associated with the asserted claims, and deny that this Consolidated Action is appropriate for class treatment. Defendants further deny that Rite Aid Corporation employed any associates in Rite Aid retail stores. In entering into this Agreement, Representative Plaintiffs believe that they have filed a meritorious action and that class certification is appropriate.

25. Settlement Fair, Reasonable, and Adequate: Representative Plaintiffs and Class Counsel are of the opinion that the terms set forth in this Agreement are fair, reasonable, and adequate and this Agreement is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and numerous potential appellate issues. Defendants and their counsel also agree that this Agreement is

1 fair and is in the best interests of the Settlement Class and each Class Member.

2
3 **THE ADMINISTRATOR**
4

5 26. Selection of Administrator: Subject to the Court's approval, JND Legal
6 Administration shall be retained as the Administrator.

7
8 27. Class List: Within thirty (30) calendar days of the date the Court enters an order
9 granting preliminary approval of the Settlement (the "**Preliminary Approval**
10 **Date**"), Defendants shall provide to the Administrator a list containing, for each
11 Class Member, the following information: (1) name; (2) last known address, email
12 address (to the extent such information is maintained in Defendants' Human
13 Resources Information System) and phone number (to the extent such information
14 is maintained in Defendants' Human Resources Information System); (3) number
15 of weeks worked by each individual as a non-exempt associate in a Rite Aid retail
16 store during the Class Period; and (4) Social Security number. Concurrently,
17 Defendants shall provide Class Counsel a list containing, for each employee at
18 issue, associate identification number, last four digits of the employee's Social
19 Security number, and total number of workweeks. Class Counsel agrees to only
20 use this information for the purposes of communicating with Class Members about
21 the Settlement.

22
23 28. Administrator's Duties: The Administrator's duties will include:

- 24
25 a. updating addresses contained in the Class List by way of search of the
26 National Change of Address registry before the initial mailing of the Notice
27 Packet;
28

- 1 b. preparing, printing, mailing and emailing (where email is available pursuant
2 to Paragraph 27) the Notice, in substantially the form attached hereto as
3 “**Exhibit A**” to Class Members, as well as re-mailing any Notice Packet that
4 is returned by the U.S. Postal Service as non-deliverable but with a
5 forwarding address; conducting a skip-trace on any Notice Packet returned
6 by the U.S. Postal Service as non-deliverable, as needed, and re-mailing the
7 Notice Packet to any new address obtained by way of skip-trace. The
8 Administrator will also mail reminder postcards to all Participating Class
9 Members who have been issued checks but have not cashed all checks
10 issued to them within ninety (90) calendar days after the checks’ issuance;
11
12 c. creating a website for the Settlement which will allow Class Members to
13 view the Class Notice (in generic form), this Settlement Agreement, and all
14 papers filed by Class Counsel to obtain preliminary and final approval of the
15 Settlement Agreement. Additionally, the Settlement website will provide
16 contact information for Class Counsel and the Settlement Administrator.
17 The Settlement Administrator will provide Class Counsel and Defendants’
18 counsel with a preview of the proposed website. Class Counsel and
19 Defendants’ counsel must approve the website before it goes live and also
20 must approve any modifications to the website. The Settlement
21 Administrator shall also create a toll-free call center to field telephone
22 inquiries from Settlement Class Members during the notice and settlement
23 administration periods. The Settlement Administrator will be directed to
24 take the website and call center down after the 180-day check cashing period
25 for Settlement Award Checks
26
27 d. conducting any necessary verifications of Social Security numbers;
28

- 1 e. reviewing and processing disputes (as defined in Paragraph 36), Requests
2 for Exclusion (as defined in Paragraph 34), and objections to the Settlement
3 (as defined in Paragraph 35);
4
5 f. providing Class Counsel and Defendants' Counsel with periodic status
6 reports about the delivery of the Notice, disputes, Requests for Exclusions,
7 and objections to the Settlement;
8
9 g. issuing the checks to effectuate the payments due under the Settlement.
10 Settlement checks will be valid for one hundred and eighty (180) days. At
11 the end of that 180-day period, settlement checks will be void. The amounts
12 of any voided Settlement Share check shall be distributed to the charitable
13 organization agreed to by the Parties and approved by the Court as detailed
14 in Paragraph 33(a);
15
16 h. providing a report listing the amounts of payments made to each
17 Participating Class Member (but excluding any contact information of those
18 Participating Class Members); issuing the tax reports required under this
19 Settlement; and
20
21 i. otherwise administering the Settlement pursuant to this Agreement.
22
23 29. Qualified Settlement Fund: The Parties agree that the settlement funds will be
24 placed in an account held by the Administrator to effectuate the terms of this
25 Agreement and the orders of the Court. The Parties agree that the settlement fund
26 (1) shall be established pursuant to an order of the Court prior to the receipt of any
27 monies from Defendants; (2) that it shall be established to resolve and satisfy the
28 contested claims that have resulted, or may result, from the matters that are the

1 subject of this Consolidated Action and that are released by this Settlement; and (3)
2 that the fund or account that is established and its assets are segregated and shall be
3 segregated (within a separately established fund or account) from the assets of
4 Defendants and all related other persons. The Administrator shall be responsible
5 for establishing, administering, and otherwise operating the settlement fund,
6 including the preparation and filing of federal, state, and local tax returns. The
7 Administrator shall also be responsible for preparing and issuing all checks to the
8 Participating Class Members, Representative Plaintiffs, Class Counsel, the
9 employer's share of any payroll taxes and all checks for claims administration costs
10 and expenses that are approved by the Court and any other payments included in
11 this Agreement and approved by the Court.
12

13 30. Administrator's Findings: The Administrator shall report, in summary or narrative
14 form, the substance of its findings regarding the notice and claims process, and, in
15 that regard, the Administrator's approval of claims shall be conclusive and binding.
16 The Administrator shall be granted reasonable access to TPI's records to perform
17 its duties. All disputes relating to the Administrator's ability and need to perform
18 its duties shall be referred, if necessary, to the Court, which will have continuing
19 jurisdiction over the terms and conditions of this Agreement. The Administrator
20 submits to the jurisdiction of the Court in connection with its appointment as
21 Administrator.
22

23 31. Administrator's Reports: The Administrator shall provide weekly reports to
24 counsel concerning receipt of Class Members' requests for exclusion and returned
25 mail.
26
27
28

ADMINISTRATION OF SETTLEMENT

32. Notice: Within ten (10) business days of receipt of the Class List, the Notice, in the form attached hereto as Exhibit “A”, as approved by the Court, shall be sent by the Administrator to each Class Member (“Notice Packet”). The Notice Packet shall be sent by first class mail to each Class Member’s current or last known address on file with TPI, following an updated review of the National Change of Address Registry by the Administrator, as well as by email (where available).

- a. Returned Notice Packets: For Notice Packets returned from this mailing with forwarding addresses affixed thereto, the Administrator will promptly perform a single re-mailing of the Notice Packet to the forwarding address. For Notice Packets returned without a forwarding address, the Administrator will utilize reasonable and customary skip-tracing efforts to locate an updated address, and promptly perform a single re-mailing to such updated address, if found.
- b. It will be presumed that that a Class Member received the Notice Packet if an envelope has not been returned within thirty (30) days of mailing.
- c. At least ten (10) days prior to the final approval hearing, the Administrator shall provide the Court with a declaration of due diligence and proof of mailing with regard to the mailing of the Notice Packet, and all attempts to locate Class Members. Class Counsel shall be responsible for working with the Administrator to timely file the declaration of due diligence.

1 33. Administrator's Responsibility for Payment:

- 2
- 3 a. All settlement checks will be valid for one hundred eighty (180) calendar
- 4 days. At the end of that 180-day period, settlement checks will be cancelled.
- 5
- 6 i. If the total residual amount of uncashed settlement checks is less than
- 7 One Hundred Thousand Dollars and Zero Cents (\$100,000.00), then
- 8 the amount will revert to *cy pres*. The *cy pres* recipient shall be
- 9 proposed by the parties and approved by the Court. The Parties
- 10 propose Legal Aid at Work which provides legal services assisting
- 11 low-income, working families and promotes better understanding of
- 12 the conditions, policies, and institutions that affect the well-being of
- 13 workers and their families and communities. The Settlement
- 14 Administrator shall distribute any *cy pres* payment.
- 15
- 16 ii. If the total residual amount is One Hundred Thousand Dollars and
- 17 Zero Cents (\$100,000.00) or greater, a second distribution will occur
- 18 to those Class Members who cashed their Settlement Award check.
- 19 The second distribution will occur on a pro rata basis as provided for
- 20 in Paragraph 14. In the event of a redistribution of uncashed check
- 21 funds to Class Members who cashed their Settlement Award, the
- 22 additional settlement administration costs related to the redistribution
- 23 will be deducted from the total amount of uncashed checks prior to
- 24 the redistribution. If a check to a Settlement Class Member is
- 25 returned to the Settlement Administrator as undeliverable during the
- 26 second distribution, the Settlement Administrator shall promptly
- 27 attempt to obtain a valid mailing address by performing a skip trace
- 28 search and, if another address is identified, shall mail the check to the

1 newly identified address. If none is found, then said check shall
2 revert to the *cy pres* recipient. If there are uncashed check funds
3 remaining from redistribution as described in this Paragraph, then the
4 amount will revert to *cy pres* regardless of the amount and there will
5 not be a second redistribution.

6
7 iii. Within twenty-one (21) days after the distribution of any remaining
8 monies to Class Members who cashed their Settlement Award check
9 or to the *cy pres* recipient, Representative Plaintiffs will file a Post-
10 Distribution Accounting. The Post-Distribution Accounting will set
11 forth the total settlement fund, the total number of Class Members,
12 the total number of Class Members to whom notice was sent and not
13 returned as undeliverable, the number and percentage of opt-outs, the
14 number and percentage of objections, the average and median
15 recovery per claimant, the method(s) of notice and the method(s) of
16 payment to class members, the number and value of checks not
17 cashed, the amounts distributed to the *cy pres* recipient (if
18 applicable), the administrative costs, the attorneys' fees and costs, the
19 attorneys' fees in terms of percentage of the settlement fund, and the
20 multiplier, if any.

21
22 b. All settlement checks issued to Participating Class Members shall contain,
23 on the back of the check, the following language:

24
25 "VOID IF ALTERED OR IF NOT CASHED OR DEPOSITED BEFORE
26 [DATE]

27
28 SIGNED ENDORSEMENT BY NAMED PAYEE IS REQUIRED

1 By signing below, I reaffirm my release all of my claims that are covered by
2 the Settlement, including under the FLSA and applicable state law, as
3 described in the notice I received.”
4

5 If a Participating Class Member attempts to alter this language on the back of the
6 check, any such alterations will be null and void and have no legal effect. The
7 release language will be effective and controlling over any Class Members’
8 alteration of this language.
9

10 34. Exclusions:
11

- 12 a. The Notice shall describe the process for Class Members to submit a request
13 for exclusion (“**Request for Exclusion**”) from this Settlement. Requests for
14 Exclusion must contain the Class Member’s name, current address, a
15 statement that he/she wishes to exclude himself/herself from the Settlement,
16 last four digits of their social security number, and must be signed
17 individually by the Class Member. No Request for Exclusion may be made
18 on behalf of a group. Such written statement must be postmarked by the
19 Notice Deadline (*i.e.*, thirty (30) days after the date Notices are sent to the
20 Settlement Class). None of the Parties, their counsel, nor any person on
21 their behalf, shall seek to solicit or otherwise encourage anyone to exclude
22 themselves from the settlement. Class Members who submit a Request for
23 Exclusion are not entitled to any Settlement Payment under this Agreement.
24
- 25 b. In the event any Request for Exclusion is timely submitted but does not
26 contain sufficient information to be valid, the Settlement Administrator shall
27 provide the Class Member, within seven (7) calendar days, a letter
28 requesting the information that was not provided and giving the Class

Member fourteen (14) days from the mailing of such cure letter to respond. Any invalid submission that is not timely cured will be considered a nullity and the Class Member will be bound by all terms of the settlement including the release of claims therein.

- c. Any Class Member who does not timely mail or fax a valid Request for Exclusion to the Administrator shall be bound by the terms of this Agreement and shall have released the Released Claims (as defined in Paragraph 37), even if he/she files an objection to the Settlement.
- d. A Class Member who has submitted a Request for Exclusion may withdraw or revoke his/her Request for Exclusion in writing provided that the writing is mailed or faxed to the Administrator and postmarked or fax-stamped no later than five (5) days prior to the Final Approval hearing.
- e. No Class Member will be permitted to pursue a claim released by this Settlement on the grounds that a Request for Exclusion was submitted timely and lost, destroyed, misplaced or otherwise not received by the Administrator unless the Class Member has adequate proof that the Request for Exclusion was mailed timely certified and return receipt requested or has equivalent proof of timely delivery.

35. Objections to the Settlement:

- a. Class Members who do not submit a timely and valid Request for Exclusion shall be permitted to object to the Settlement before final approval. To object, a Class Member must file a timely written objection with the Court. An objection to approval of the Settlement will be considered timely if it is

1 filed with the Court no later 30 days after the initial mailing of the Notice of
2 Settlement (*i.e.*, the Notice Deadline).

3
4 b. Such objection shall not be valid unless it includes the information specified
5 in the Settlement Notice. The statement must be signed personally by the
6 objector, and shall state each specific objection and any legal and factual
7 support for each objection. The objection must also state the Class
8 Member's full name, address, the dates of his/her employment at TPI, and
9 whether the objector intends to appear at the Final Approval Hearing.

10
11 c. No Class Member shall be entitled to be heard at the Final Approval Hearing
12 (whether individually or through counsel), unless written notice of the Class
13 Member's intention to appear at the Final Approval Hearing has been timely
14 filed with the Court and served upon Class Counsel and Defendants'
15 Counsel and the Class Member has not opted out of the Settlement. The
16 postmark date of mailing to Class Counsel and Defendants' Counsel shall be
17 the exclusive means for determining that an objection is timely mailed to
18 counsel. If postmark dates differ, the later of the two postmark dates will
19 control.

20
21 d. If the Court rejects the Class Member's objection, the Class Member will
22 still be bound by the terms of this Agreement including the release.

23
24 e. The requirement that the Class Member submit a written objection or any of
25 the other foregoing terms related to objections may be excused by the Court
26 upon a showing of good cause.

27
28 f. None of the Parties, their counsel, nor any person on their behalf, shall seek

1 to solicit or otherwise encourage anyone to object to the settlement, or
2 appeal from any order of the Court that is consistent with the terms of this
3 Settlement.
4

5 36. Handling of Disputes Regarding Workweeks: Class Member disputes may arise
6 regarding the number of weeks worked as a non-exempt worker in Rite Aid retail
7 stores in California during the Class Period as shown in his or her Settlement
8 Notice. To the extent that any Class Member disputes the number of workweeks
9 that the Class Member worked, such Class Members may produce evidence to the
10 Settlement Administrator establishing the dates they contend to have worked for
11 Defendants. The deadline for Settlement Class Members to submit disputes
12 pursuant to this paragraph is the Notice Deadline (*i.e.*, thirty (30) days after the date
13 Notices are sent to the Settlement Class). Disputes must be postmarked by that
14 date. Unless the Settlement Class Member presents convincing evidence proving he
15 or she worked more workweeks than shown by Defendants' records, his/her
16 Settlement Award will be determined based on Defendants' records. The
17 Settlement Administrator shall notify counsel for the Parties of any disputes it
18 receives. Defendants shall review its records and provide further information to the
19 Settlement Administrator, as necessary. The Settlement Administrator shall
20 provide a recommendation to counsel for the Parties. Counsel for the Parties shall
21 then meet and confer in an effort to resolve the dispute. If the dispute cannot be
22 resolved by the Parties, it shall be presented to the Court for a resolution. The
23 Settlement Administrator will notify the disputing Settlement Class Member of the
24 decision.
25
26
27
28

RELEASE OF CLASS CLAIMS

37. Release of Claims: Upon the Final Approval by the Court of this Agreement, and except as to such rights or claims as may be created by this Agreement, and subject to the exclusions discussed below in this Paragraph (*i.e.*, Paragraph 37(c)), each Participating Class Member fully releases and discharges Defendants, their present, former, and future parents, subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective past and present members, shareholders, directors, officers, employees, agents, servants, registered representatives, insurers and attorneys (collectively hereafter, the “**Released Parties**”) from any and all claims, debts, liabilities, demands, claims for restitution or injunctive relief, obligations, guarantees, costs, expenses, attorneys’ fees, damages, interest, liquidated damages, penalties, loss of wages, actions, causes of action and any other relief (of whatever kind or nature, whether known or unknown) that were asserted in the *Ramirez* Class Action, the *Lemons* Class and PAGA Action, the *Ramirez* PAGA Action and/or the Consolidated Action or could have been asserted based on the same factual predicates contained in the *Ramirez* Class Action, the *Lemons* Class and PAGA Action, the *Ramirez* PAGA Action and/or the Consolidated Action from April 16, 2016 through the Final Approval Date, including but not limited to claims for violations of California and/or federal law pertaining to (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available meal periods; (5) failure to provide accurate itemized wage statements; (6) waiting time penalties; (7) failure to pay all wage due on regularly-scheduled paydays; (8) violation of California Business and Professions Code; (9) injunctive relief pursuant to California Business and Professions Code; and (10) PAGA civil penalties to the extent based on the nine immediately preceding and identified issues in Subsections (1)-(9). This release includes but is not limited to

1 claims for violations of California Labor Code §§ 200, 201, 202, 203, 204, 204b,
2 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5,
3 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 *et seq.*, all
4 provisions of the California Industrial Welfare Commission Wage Orders that
5 provide the same protection(s) as the statutes and regulations listed immediately
6 above, and California Business and Professions Code Sections 17200, *et seq.* (to
7 the extent based on the same protections as provided by each of the statutes listed
8 immediately above). Participating Class Members expressly release their claims
9 under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201, *et seq.*,
10 that are or could be based on the same factual allegations in the *Ramirez* Class
11 Action, the *Lemons* Class and PAGA Action, the *Ramirez* PAGA Action and/or
12 Consolidated Action. (All together collectively, “**Released Claims**”).

13
14 a. In order to achieve a full and complete release of the Released Parties as to
15 the release directly above, the Representative Plaintiffs and each Class
16 Member acknowledge that the release directly above is also intended to
17 include in its effect all such Released Claims listed above whether or not the
18 Representative Plaintiffs and each Class Member know or suspect them to
19 exist.

20
21 b. Dismissal of the *Ramirez* PAGA Action: As a condition of this Settlement,
22 Plaintiff Ramirez shall dismiss with prejudice the *Ramirez* PAGA Action
23 currently pending in the Superior Court of California, Alameda County.
24 Plaintiff Ramirez will dismiss with prejudice the *Ramirez* PAGA Action
25 within five (5) days of this Court entering Judgment in the Consolidated
26 Action. Plaintiff Ramirez and Schneider Wallace Cottrell Konecky LLP
27 agree to cooperate with Defendants’ Counsel in notifying the California
28 Superior Court of this Settlement and requesting a stay of the *Ramirez*

1 PAGA Action pending the entry of Judgment in the Consolidated Action. If
2 the Court in the Superior Court of California, Alameda County requires
3 Plaintiff Ramirez to take any further steps to effectuate the dismissal of the
4 *Ramirez* PAGA Action beyond filing a request for dismissal with prejudice,
5 Plaintiff Ramirez will take all necessary steps to effectuate the dismissal.

6
7 c. Exclusions from Release of Claims: Notwithstanding any of the foregoing,
8 the following exclusions apply to *Kristal Nucci v. Rite Aid Corporation, et*
9 *al.*, United States District Court, Northern District of California, Case No.
10 19-CV-1434 (“*Nucci*”). In *Nucci*, the plaintiff alleges that RAC and TPI
11 failed to pay for work uniforms for current and former non-exempt store
12 employees in California, which purportedly resulted in them earning less
13 than the wages owed under California law. This Agreement does not release
14 any Class Member’s claims as alleged in the operative *Nucci* complaint,
15 including but not limited to claims for unpaid business expense
16 reimbursements under Labor Code § 2802, unpaid uniform reimbursements
17 under Wage Order No. 7 § 9(a), unpaid minimum wages under Labor Code
18 §§ 1194, 1194.2, and 1197, liquidated minimum wage damages under Labor
19 Code § 1194.2, statutory wage statement penalties under Labor Code § 226,
20 waiting time penalties under Labor Code § 203, restitution of unpaid wages
21 and public injunctive relief under Business & Professions Code § 17200 *et*
22 *seq.*, and civil penalties under the Private Attorneys General Act for
23 violations of Labor Code §§ 201, 202, 204, 204b, 226, 558, 1197, 2802, 203,
24 210, 225.5, 226.3, 1197.1, and 2699, as those claims in *Nucci* are presently
25 framed by the operative Complaint in that action.

26
27 38. Subsequent Actions: If any Class Member initiates a new lawsuit against
28 Defendants based on any claim released under this Agreement, and the Court

invalidates the release, any recovery by the Class Member shall be offset by the amount, if any, paid to the Class Member in connection with this Settlement. The language in this Paragraph shall be included in the Notice of Settlement.

DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL

39. Named Plaintiffs shall promptly submit an Unopposed Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Settlement Class pursuant to FED. R. CIV. P. 23(a) and (b)(3) for the sole purpose of settlement and a determination by the Court that this Agreement is fair, adequate, and reasonable. Class Counsel shall submit the preliminary approval papers to Defendants' Counsel for their review three (3) business days prior to the filing of such papers with the Court.

DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

40. Class Counsel will be responsible for drafting the Unopposed Motion for Final Approval of Settlement Agreement, and approval of the requested Service Awards, Fee Award, Class Counsel's Costs, and Settlement Administrator's Costs to be heard at the Final Approval Hearing. Class Counsel shall provide Defendants' Counsel a copy of a draft Unopposed Motion for Final Approval of Settlement Agreement three (3) business days in advance of filing it with the Court. Named Plaintiff shall request that the Court schedule the Final Approval Hearing to determine final approval of the settlement and to enter a Final Approval Order:
- a. certifying this Action and Settlement Class as a class action under FED. R. CIV. P. 23(a) and (b)(3) for purposes of settlement only;

- 1 b. finding dissemination of the Settlement Notice was accomplished as directed
2 and met the requirements of due process;
3
4 c. approving the Settlement as final and its terms as a fair, reasonable and
5 adequate;
6
7 d. approving the payment of the Service Award to Named Plaintiffs David
8 Ramirez and Marion Lemons;
9
10 e. approving Class Counsel's application for an award of attorneys' fees and
11 reimbursement of out-of-pocket litigation costs and expenses;
12
13 f. directing that the Settlement funds be distributed in accordance with the
14 terms of this Settlement Agreement;
15
16 g. directing that the Action be dismissed finally, fully, forever and with
17 prejudice and in full and final discharge of any and all Participating
18 Individuals' Released Claims; and
19
20 h. retaining continuing jurisdiction over this Action for purposes only of
21 overseeing all settlement administration matters.
22

23 **VOIDING THE AGREEMENT**

- 24
25 41. If the Court disapproves of or refuses to enforce any of the material conditions set
26 forth in the preceding Paragraphs, the Parties agree to engage in follow up
27 negotiations with the intent of resolving the Court's concerns that precluded
28 approval, and if feasible, to resubmit the settlement for approval within thirty (30)

1 days. If the Settlement is not approved as resubmitted or if the Parties are not able
2 to reach another agreement, then either Party may void this Agreement. At that
3 point, the Parties agree that each shall return to their respective positions on the day
4 before this Agreement and that this Agreement shall not be used in evidence or
5 argument in any other aspect of their litigation.

6
7 42. Defendants shall have the right, in their sole discretion, to rescind this Agreement if
8 more than ten percent (10%) of Class Members “opt-out” by submitting valid and
9 timely Requests for Exclusion. Defendants may exercise their option to void this
10 Agreement as provided in this Paragraph by giving notice, in writing, to Class
11 Counsel and to the Court at any time prior to Final Approval of the settlement by
12 the Court, but not later than two (2) weeks after receiving notice that the number of
13 Requests for Exclusion exceeds ten percent (10%).

14
15 43. If the conditions of the Settlement set forth herein are not satisfied, or if Defendants
16 void the Settlement under Paragraph 41 or 42 above, or if the Payment Date does
17 not occur, or, if one or more of the material terms of the Agreement is not approved
18 or is materially modified or reversed, with the exception of the Court’s reduction of
19 the amounts of attorneys’ fees and costs, Representative Plaintiffs’ service payment
20 award, or Administrator’s fee, then this Agreement shall be cancelled, terminated,
21 and shall have no force or effect, unless the Parties agree otherwise. If the
22 Settlement is not finally approved, or if this Settlement is terminated, revoked or
23 cancelled pursuant to its terms, the Parties to this Settlement shall be deemed to
24 have reverted to their respective status as of the date and time immediately prior to
25 the execution of this Agreement.

1 **PARTIES' AUTHORITY**

2
3 44. The signatories hereby represent that they are fully authorized to enter into this
4 Agreement and bind the Parties hereto to the terms and conditions hereof.
5

6 **MUTUAL FULL COOPERATION**

7
8 45. The Parties shall fully cooperate with each other to accomplish the terms of this
9 Agreement, including the execution of such documents and to take such other
10 action as may reasonably be necessary to implement the terms of this Agreement
11 and to secure the Court's Final Approval of this Agreement.
12

13 **NO PRIOR ASSIGNMENTS**

14
15 46. The Representative Plaintiffs hereto represent, covenant, and warrant that they have
16 not directly or indirectly assigned, transferred, encumbered, or purported to assign,
17 transfer, or encumber to any Person or entity any portion of any liability, claim,
18 demand, action, cause of action, or rights herein released and discharged except as
19 set forth herein.
20

21 **NO ADMISSION**

22
23 47. Nothing contained herein, including the consummation of this Agreement, is to be
24 construed or deemed an admission of liability, culpability, negligence, or
25 wrongdoing on the part of Defendants. Each of the Parties hereto has entered into
26 this Agreement with the intention to avoid further disputes and litigation settled
27 herein with the attendant inconvenience, expenses, and uncertainties. This
28 Agreement is a settlement document and shall, pursuant to Federal Rule of

1 Evidence 408 and California Evidence Code Section 1152, be inadmissible in
2 evidence in any proceeding, except an action or proceeding to approve, interpret, or
3 enforce this Agreement.

4 5 **TAXES**

6
7 48. Neither Class Counsel nor Defendants' counsel intend anything contained herein to
8 constitute legal advice regarding the taxability of any amount paid hereunder, nor
9 shall it be relied upon as such. The tax issues for each Class Member may be
10 unique, and each Class Member is advised to obtain tax advice from his/her own
11 tax advisor with respect to any payments resulting from this Agreement.

12
13 49. It shall be the responsibility of the Administrator to timely and properly withhold
14 from individual settlement payments to Participating Class Members all applicable
15 federal, state and local income and employment taxes and to prepare and deliver
16 the necessary tax documentation for signature by all necessary Parties and,
17 thereafter, to cause the appropriate deposits of withholding taxes and informational
18 and other tax return filing to occur. It shall be the responsibility of the
19 Administrator to pursue tax refunds on any uncashed checks, and to remit such
20 payments accordingly. Payments to Participating Class Members and to Class
21 Counsel pursuant to this Agreement shall be reported on IRS Forms W-2 and/or
22 1099, and provided by the Administrator to the respective Class Members, Class
23 Counsel and all applicable governmental authorities as required by law.

24 25 **NOTICES**

26
27 50. Unless otherwise specifically provided herein, all notices, demands or other
28 communications given hereunder shall be in writing and shall be deemed to have

1 been duly given as of the third business day after mailing by United States certified
2 mail with return receipt requested, addressed as follows:

3
4 To Plaintiffs and Settlement Class:

5 Carolyn Hunt Cottrell, Esq.
6 Ori Edelstein, Esq.
7 Kristabel Sandoval, Esq.
8 Schneider Wallace Cottrell Konecky LLP
9 2000 Powell Street, Suite 1400
10 Emeryville, California 94608

11 Randall B. Aiman-Smith, Esq.
12 Reed W.L. Marcy, Esq.
13 Hallie Von Rock, Esq.
14 Aiman-Smith & Marcy PC
15 7677 Oakport St. Suite 1150
16 Oakland, CA 94621

17 To Defendants' Counsel:

18 Glenn L. Briggs, Esq.
19 Kymberleigh Damron-Hsiao, Esq.
20 Sarah R. Mohammadi, Esq.
21 Kading Briggs LLP
22 100 Spectrum Center Drive, Suite 800
23 Irvine, California 92618

24 CONSTRUCTION

- 25 51. The terms and conditions of this Agreement are the result of lengthy, intensive
26 arms-length negotiations between the Parties, and this Agreement shall not be
27 construed in favor of or against any party by reason of the extent to which any
28 party or his, her, or its counsel participated in its drafting.

CAPTIONS AND INTERPRETATIONS

52. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

MODIFICATION

53. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

54. This Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

55. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective spouses, heirs, trustees, executors, administrators, successors, and assigns, including Defendants and the Released Parties.

1 **CLASS MEMBER SIGNATORIES**

2

3 56. Because the Settlement Class is so numerous, it is impossible or impractical to have

4 each member execute this Agreement. The Notice, **Exhibit “A”** hereto, as

5 approved by the Court, and the other forms of notice described herein will advise

6 each Class Member of the binding nature of the release and such shall have the

7 same force and effect, to the extent permitted by law, as if this Agreement were

8 executed by each Class Member.

9

10 **CORPORATE SIGNATORIES**

11

12 57. Any Person executing this Agreement or any such related document on behalf of a

13 corporate signatory hereby warrants and promises for the benefit of all Parties

14 hereto that such Person has been duly authorized by such corporation to execute

15 this Agreement or any such related document.

16

17 **COUNTERPARTS**

18

19 58. This Agreement may be executed in counterparts, and when each Party has signed

20 and delivered at least one such counterpart, each counterpart shall be deemed an

21 original, and, when taken together with other signed counterparts, shall constitute

22 one Agreement, which shall be binding upon and effective as to all Parties as set

23 forth herein. Copies and facsimile transmissions of signatures shall be considered

24 the same as an original signature.

25

26 **CONTROLLING LAW**

27

28 59. The Agreement shall be governed by and construed in accordance with the laws of

1 the State of California. In any dispute about the scope of the Release provisions set
2 forth herein or their application to bar any future claim, including regarding the
3 assertion of a res judicata / collateral estoppel defense, this Agreement is governed
4 exclusively by California state law and without regard to any other state or federal
5 law.

6
7 **PUBLIC COMMENT**
8

9 60. The Parties and their counsel will not, unless required by law, issue any press
10 releases or have any communications to the press concerning this litigation, or the
11 terms of this Agreement, and/or the business practices of Defendants, except that
12 this provision shall not limit communications with Class Members up to the Final
13 Approval of this Agreement, so long as the subject matter of such communications
14 is limited to this Consolidated Action and Settlement. Nothing in this provision
15 shall affect the ability of Class Counsel or the Administrator to carry out their
16 duties consistent with and as required by any other provision herein. Nothing
17 contained in this Paragraph shall limit or restrict Class Counsels' ability to file a
18 declaration with any court that identifies this case by name and case number and
19 provides any information about this case and the Settlement in such declaration
20 reasonably necessary to the filing with such court.
21
22

23 **IT IS SO AGREED.**
24

25 **[SIGNATURES ON THE FOLLOWING PAGE]**
26
27
28

1 DATED: September 8, 2021 SCHNEIDER WALLACE COTTRELL KONECKY
2 LLP

3 By: 
4 CAROLYN COTTRELL, Esq.
Attorneys for Plaintiff and the Class

5 DATED: _____, 2021 AIMAN-SMITH & MARCY PC

6 By: _____
7 HALLIE VON ROCK, Esq.
8 Attorneys for Plaintiff and the Class

9 DATED: _____, 2021 KADING BRIGGS LLP

10 By: _____
11 GLENN L BRIGGS, Esq.
12 Attorneys for Defendants Rite Aid
Corporation and Thrifty Payless, Inc.

13 DATED: 09 / 02 / 2021, 2021 PLAINTIFF DAVID RAMIREZ

14 By: 
15 DAVID RAMIREZ

16 DATED: _____, 2021 PLAINTIFF MARION LEMONS

17 By: _____
18 MARION LEMONS

19 DATED: _____, 2021 DEFENDANT RITE AID CORPORATION

20 By: _____
21 Its: _____

22 DATED: _____, 2021 DEFENDANT THRIFTY PAYLESS, INC.

23 By: _____
24 Its: _____

25
26
27
28

1 DATED: _____, 2021 SCHNEIDER WALLACE COTTRELL KONECKY
2 LLP

3 By: _____
4 CAROLYN COTTRELL, Esq.
Attorneys for Plaintiff and the Class

5 DATED: Sept. 3, 2021 AIMAN-SMITH & MARCY PC

6 By: [Signature]
7 HALLIE VON ROCK, Esq.

8 Attorneys for Plaintiff and the Class

9 DATED: _____, 2021 KADING BRIGGS LLP

10 By: _____
11 GLENN L BRIGGS, Esq.
12 Attorneys for Defendants Rite Aid
Corporation and Thrifty Payless, Inc.

13 DATED: _____, 2021 PLAINTIFF DAVID RAMIREZ

14 By: _____
15 DAVID RAMIREZ

16 DATED: Sep 2, 2021, 2021 PLAINTIFF MARION LEMONS

17 By: Marion A Lemons
18 Marion A Lemons (Sep 2, 2021 18:30 PDT)
MARION LEMONS

19 DATED: _____, 2021 DEFENDANT RITE AID CORPORATION

20 By: _____

21 Its: _____

22 DATED: _____, 2021 DEFENDANT THRIFTY PAYLESS, INC.

23 By: _____

24 Its: _____

25
26
27
28

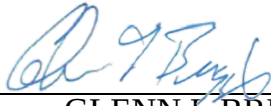
1 DATED: _____, 2021 SCHNEIDER WALLACE COTTRELL KONECKY
2 LLP

3 By: _____
4 CAROLYN COTTRELL, Esq.
Attorneys for Plaintiff and the Class

5 DATED: _____, 2021 AIMAN-SMITH & MARCY PC

6 By: _____
7 HALLIE VON ROCK, Esq.
8 Attorneys for Plaintiff and the Class

9 DATED: September 7, 2021 KADING BRIGGS LLP

10 By: 
11 GLENN L BRIGGS, Esq.
12 Attorneys for Defendants Rite Aid
Corporation and Thrifty Payless, Inc.

13 DATED: _____, 2021 PLAINTIFF DAVID RAMIREZ

14 By: _____
15 DAVID RAMIREZ

16 DATED: _____, 2021 PLAINTIFF MARION LEMONS

17 By: _____
18 MARION LEMONS

19 DATED: 9/21, 2021 DEFENDANT RITE AID CORPORATION

20 By: 
21 Its: VP LEGAL

22 DATED: 9/21, 2021 DEFENDANT THRIFTY PAYLESS, INC.

23 By: 
24 Its: VP LEGAL

EXHIBIT A

**NOTICE OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND
RELEASE**

David Ramirez v. Rite Aid Corporation, et al.
United States District Court, Central District
Case No. 2:20-cv-03531-GW-SKx
(Consolidated with Case No. 2:20-cv-07617-GW-SKx)

You could get a payment from a class action settlement if you worked for Thrifty Payless, Inc. dba Rite Aid in California as a non-exempt retail store associate at any time during the period from April 16, 2016 through **[INSERT PRELIMINARY APPROVAL DATE]**.

This Notice is only a *summary* of the class action settlement. You can (and are encouraged to) access and review the entire Class Action and Private Attorneys General Act Settlement Agreement and Release, with all of the settlement terms to which you are bound, including the “Release of Claims” set forth in Paragraph 37 therein, at the settlement website **[INSERT URL]**.

The United States District Court authorized this notice. This is not a solicitation from a lawyer. This is not a lawsuit against you and you are not being sued. However, your legal rights are affected whether you act or do not act.

- A current Shift Supervisor and a former Cashier of Thrifty Payless, Inc. dba Rite Aid have sued Thrifty Payless, Inc. and Rite Aid Corporation (hereinafter referred to collectively as “Rite Aid”), claiming that Rite Aid violated California law by purportedly failing to pay all hours worked, failing to pay minimum wages, failing to pay overtime wages, failing to authorize and permit and/or make available meal periods, failing to provide accurate itemized wage statements, failing to timely pay wages upon separation, failing to pay all wages due on regularly scheduled paydays, and violating the California Business and Professions Code.
- Rite Aid has denied these claims and the Court has not decided the merits of these claims.
- To avoid litigation expenses, Rite Aid has agreed to settle these claims and this Notice is a summary of your rights and options under this Settlement—including the deadlines to exercise them.

1. Why did I get this notice package?

You are receiving this Class Notice because Rite Aid’s records identify you as a non-exempt retail store associate employed by Rite Aid in the state of California during the period of April 16, 2016 through **[INSERT PRELIMINARY APPROVAL DATE]**. As such, you are a potential Class Member in this lawsuit. The purpose of this Notice is to describe the litigation to you, inform you about the Settlement, and inform you of your rights and options in connection with the Settlement.

Class Members include all individuals who, according to Rite Aid’s records, worked for Rite Aid as non-exempt retail store associates in California at any time during the period of April 16, 2016, through **[INSERT PRELIMINARY APPROVAL DATE]**.

The Court in charge of the case is the United States District Court, Central District, and the case is known as *David Ramirez v. Rite Aid Corporation, et al.*, Case No. 2:20-cv-03531-GW-SKx (which is consolidated with the case known as *Marion Lemons v. Rite Aid Corporation, et al.*, Case No. 2:20-cv-07617-GW-SKx) (collectively referred to as the “Consolidated Action”). The judge currently presiding over the lawsuit is the Honorable George W. Wu, in Courtroom 9D.

2. What is a class action and who is involved?

In class and representative actions, one or more people called “Class Representatives” (which – in this case – are David Ramirez and Marion Lemons) sued on behalf of themselves and past and present associates who have similar claims. These other associates together are a “Class” or “Class Members.” Each person receiving this notice is a “Class Member” for purposes of this Settlement. The Court has preliminarily decided that this lawsuit can be resolved on a class-wide basis because it meets the requirements of federal law governing the resolution of claims through a class action.

3. What does the lawsuit complain about?

Plaintiffs David Ramirez’s and Marion Lemons’ Consolidated Action alleges that Rite Aid violated the rights of non-exempt retail store associates under California law. Specifically, Plaintiffs claim that non-exempt retail store associates employed by Rite Aid in California during the relevant time period were subjected to on-the-clock bag checks, resulting in a: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available meal periods; (5) failure to provide accurate itemized wage statements; (6) failure to timely pay all wages upon separation; (7) failure to pay all wages due on regularly-scheduled paydays; and (8) violation of California Business and Professions Code. Based on the allegations in this Consolidated Action, Plaintiffs further seek the recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”).

Class Counsel is experienced in class action litigation and has a duty to represent the interests of all Class Members. Based on analyzing the law concerning the claims, analyzing records, making factual investigations, considering risks involved in further litigation, ensuring that the Class receives payment without having to wait for years of protracted litigation with no certainty of success, and using a professional third-party mediator to assist in reaching a fair settlement of this lawsuit, Class Counsel believes the Settlement is fair, adequate, and reasonable.

You are receiving Class Notice of this Settlement because the Court has reviewed the Settlement and has preliminarily determined the Settlement is fair and reasonable and can go forward.

The Settlement is the result of good faith, arm’s length negotiations between Plaintiffs and Rite Aid, through their respective attorneys and aided by a well-respected mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class Members. This Settlement is a compromise and is not an admission of liability on the part of Defendants.

The Court has not decided whether Plaintiffs’ claims have any merit. There was no trial. Instead of going to trial, both sides agreed to this settlement.

4. What does the settlement provide?

- Rite Aid will pay \$9,000,000.00 (“Total Settlement Amount”) to end this lawsuit.
- Class Members will receive a portion of the Net Settlement Amount in the manner described under Question 6. The Net Settlement Amount is the Total Settlement Amount minus the following deductions: (1) up to \$10,000.00 to each of the Class Representatives as approved by the Court; (2) up to \$2,999,700.00 as attorneys’ fees to Class Counsel as approved by the Court; (3) up to \$27,000.00 as costs to Class Counsel as approved by the Court; (4) approximately \$98,023.00 as Administrative Expenses as approved by the Court; and (5) \$67,500.00 to the California Labor & Workforce Development Agency. The Net Settlement Amount is estimated to be \$5,787,777.00.

5. How much will my payment be?

A Class Member's Settlement Payment will be his or her share of the Net Settlement Amount. The Net Settlement Amount is comprised of two parts: (1) the Net PAGA Settlement Amount (*i.e.*, \$22,500 earmarked for the release of Representative Plaintiffs' and each PAGA Aggrieved Employee's PAGA claims that is not payable to the California Labor and Workforce Development Agency), and (2) the Net Class Settlement Amount (*i.e.*, the entire Net Settlement Amount less the Net PAGA Settlement Amount which is approximately \$5,765,277.00).

A Class Member's pro-rata share of the Net Class Settlement Amount will be calculated by dividing the number of workweeks that he or she worked for Rite Aid as a non-exempt retail store associate in California between April 16, 2016 and [INSERT PRELIMINARY APPROVAL DATE], divided by the total number of workweeks that all Class Members (who do not opt-out or exclude themselves from the Settlement) worked for Rite Aid as non-exempt retail store associates between April 16, 2016 and [INSERT PRELIMINARY APPROVAL DATE].

Settlement Class Members who worked for Rite Aid between April 20, 2019 and [INSERT DATE OF PRELIMINARY APPROVAL] in the State of California shall also receive a pro rata share of the Net PAGA Amount (*i.e.*, \$22,500.00).

All Settlement Payment determinations will be based on Rite Aid's timekeeping, payroll, and/or human resources records for Class members. According to records maintained by Rite Aid, you worked [REDACTED] workweeks for Rite Aid during the relevant period, as shown by company records. Your total estimated settlement payment will be approximately \$[REDACTED]. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (*i.e.*, it could be higher or lower) and will be calculated as set forth above.

If you dispute the number of workweeks as shown on this Notice of Settlement, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for Rite Aid from April 16, 2016 to [INSERT PRELIMINARY APPROVAL DATE]. Corrections to the number of workweeks must be supported by documentation or other evidence to constitute a valid dispute of workweeks. The Settlement Administrator shall provide a recommendation to counsel for the Parties and counsel will meet and confer to resolve the dispute. Corrections and supporting evidence must be mailed to [INSERT ADDRESS], faxed to [INSERT FAX NUMBER], or emailed to [INSERT EMAIL ADDRESS]. The deadline to submit corrections and supporting evidence is [INSERT DATE].

When calculating the individual Settlement Payments for purposes of the Notices of Settlement, the Settlement Administrator will assume that no Settlement Class Members opt-out. When calculating the individual Settlement Payments to Settlement Class Members following Final Approval (for purposes of preparing individual Settlement Payment checks), the Settlement Administrator will not include Settlement Class Members who validly request exclusion from the Settlement.

For tax purposes, the individual Settlement Payments will be allocated as follows: one-quarter (1/4) of all settlement payments to Settlement Class Members shall be considered wages and shall be subject to the withholding of all applicable local, state and federal taxes; three-quarters (3/4) of all payments to Settlement Class Members shall be considered non-wages for the settlement of interest claims, statutory and civil penalty claims, and for attorneys' fees. The portion allocated to wages shall be reported on an IRS Form W-2, and the portion allocated to reimbursement, penalties, and interest shall be reported on an IRS Form 1099. You should consult with your tax advisors concerning the tax consequences of the payments you receive under the settlement. Neither Class Counsel nor Rite Aid's counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid, nor shall it be relied upon as such.

6. Will being part of this Settlement affect my job with Rite Aid?

Rite Aid encourages all Class Members to participate in the Settlement. Rite Aid represents that, as required by law, it will

not retaliate against any associate as a result of his or her participation in the Settlement.

7. How do I receive payment from the Settlement Amount?

You will automatically receive your portion of the Settlement Payment via settlement check so long as you do not opt-out or exclude yourself from this lawsuit.

8. What claims am I releasing as part of this lawsuit?

If you do not exclude yourself from the Settlement, you will be bound by the release of claims in this Settlement. This release includes the wage and hour claims that were pleaded in the Consolidated Action (or that could have been pleaded based on the facts alleged in the Consolidated Action), which arise out of the Class Members' work performed for Rite Aid as non-exempt retail store associates in the state of California between April 16, 2016 and **[INSERT PRELIMINARY APPROVAL DATE]**.

More specifically, if the Court grants final approval of the Settlement, all Settlement Class Member who do not timely request exclusion from the Settlement, will be barred from bringing certain claims described below. Settlement Class Members fully release and discharge Rite Aid, from any and all claims, that were asserted in the Consolidated Action (and/or in David Ramirez's state court PAGA Action pending in Alameda Superior Court entitled "*David Ramirez v. Rite Aid Corporation, et al.*" as Case No. RG20065869 ("*Ramirez PAGA Action*")) or could have been asserted based on the same factual predicates contained in the Consolidated Action (and/or the *Ramirez PAGA Action*) from April 16, 2016 through the Final Approval Date, including but not limited to claims for violations of California and/or federal law pertaining to (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available meal periods; (5) failure to provide accurate itemized wage statements; (6) waiting time penalties; (7) failure to pay all wage due on regularly-scheduled paydays; (8) violation of California Business and Professions Code; (9) injunctive relief pursuant to California Business and Professions Code; and (10) PAGA civil penalties to the extent based on the nine immediately preceding and identified issues in Subsections (1)-(9). This release includes but is not limited to claims for violations of California Labor Code §§ 200, 201, 202, 203, 204, 204b, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1174.5, 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698 *et seq.*, all provisions of the California Industrial Welfare Commission Wage Orders that provide the same protection(s) as the statutes and regulations listed immediately above, and California Business and Professions Code Sections 17200, *et seq.* (to the extent based on the same protections as provided by each of the statutes listed immediately above). Participating Class Members expressly release their claims under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201, *et seq.*, that are or could be based on the same factual allegations in the Action.

If any Class Member initiates a new lawsuit against Rite Aid based on any claim released under this Agreement, and the Court invalidates the release, any recovery by the Class Member shall be offset by the amount, if any, paid to the Class Member in connection with this Settlement.

For the full language of the release, as well as additional documents related to the settlement, including the complete Class Action and Private Attorneys General Act Settlement Agreement and Release and the documents filed by the Parties to obtain approval of the settlement, you may visit the settlement website at **[INSERT URL].** You may also contact the Settlement Administrator for a copy of the Class Action Settlement Agreement and Release that has been filed with the United States District Court, located at 350 West 1st Street, Los Angeles, CA 90012.

9. What are my options?

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	If you do nothing and the Court orders final approval of the Settlement, you will give up your rights to pursue the claims that are released by the Settlement and will be paid your portion of the Net Settlement Amount.
YOU MAY ASK TO BE EXCLUDED FROM THE SETTLEMENT AND RECEIVE NO MONEY	If you ask to be excluded from, or opt-out of, the Settlement, you will get no payment, but you will keep your rights and not release any claims in this lawsuit.
OBJECT	Write to the Court about what you do not like about the Settlement, and attend Court to speak about the fairness of the Settlement.

10. How do I ask to be excluded from the settlement?

If you do not want a payment from this Settlement, but you want to keep your rights, then you **must** take steps to exclude yourself from the Settlement. You can exclude yourself from the Settlement by [redacted], 2021 (which is 30 calendar days from the date this Notice is sent to the Class Members). Your exclusion letter must state your (i) name, (ii) current address, (iii) the last four digits of your social security number, (iv) desire to exclude yourself from the Settlement, and (v) your signature. Exclusion letters must be sent directly to the Settlement Administrator. The Settlement Administrator, JND Legal Administration, is a neutral third-party appointed by the Court to administer the Settlement in accordance with the Court's Orders and the terms of the Settlement Agreement. Exclusion letters must be sent directly to the Settlement Administrator at the following address by first class mail, postage prepaid, postmarked on or before [redacted], 2021:

David Ramirez v. Rite Aid Corporation
JND Legal Administration
[Administrator Address Here]

No Class Member will be permitted to pursue a claim released by this Settlement on the grounds that a request for exclusion was submitted timely and lost, destroyed, misplaced, or otherwise not received by the Settlement Administrator unless the Class Member has adequate proof that the request for exclusion was mailed timely certified and return receipt requested or has equivalent proof of timely delivery.

You may withdraw your exclusion prior to [redacted], 2021, by writing to the Settlement Administrator and stating your intent to withdraw your request to be excluded.

11. If I don't exclude myself, can I sue Rite Aid for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Rite Aid for the claims that this Settlement resolves. If you have a pending lawsuit regarding these claims, speak to your lawyer in that case. **Remember, the exclusion deadline is [redacted], 2021.**

12. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you are not eligible to receive any money from this settlement, but you may sue, continue to sue, or be part of a different lawsuit against Rite Aid. If you ask to be excluded, you will not be bound by the Settlement or have any right to object, appeal, or comment thereon.

13. How do I object to the settlement

If you are a Settlement Class Member and wish to object and tell the Court why you do not like the settlement, you may submit a written objection and appear at the Final Approval Hearing to raise your objection. No Class Member's written objection shall be considered by the Court, unless it is filed with the Court by no later than [REDACTED], 2021 (which is 30 calendar days from the date this Notice is sent to the Class Members.). All such objections must be signed by the Class Member and must contain the Class Member's name, his/her address, and the dates of his/her employment with Rite Aid. Upon request, the objector must also provide the parties any address information or other necessary information so as to identify the objector. Any objections must clearly explain why the Class Member objects to the Settlement (including any legal and factual support for the objection(s)) and state whether the Class Member (or someone on his or her behalf) intends to appear at the Final Approval Hearing.

No Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through counsel), unless written notice of the Class Member's intention to appear at the Final Approval Hearing has been timely filed with the Court and served upon Class Counsel and Defendants' Counsel and the Class Member has not opted out of the Settlement.

If a Class Member objects to the Settlement, he/she will remain a member of the Class, and, if the Court grants final approval of the Settlement, he/she will be bound by the Settlement in the same way and to the same extent as a Class Member who does not object. Any member of the Class who does not make and serve his/her written objection in the manner provided above, shall be deemed to have waived such objections and shall be foreclosed from making any objections by appeal or otherwise to the Settlement.

The names and addresses of Class Counsel are:

Class Counsel	
Carolyn Cottrell Ori Edelstein Kristabel Sandoval Schneider Wallace Cottrell Konecky LLP 2000 Powell Street, Suite 1400 Emeryville, CA 94608 Telephone: (415) 421-7100 Facsimile: (415) 421-7105	Randall B. Aiman-Smith Reed W.L. Marcy Hallie Von Rock Aiman-Smith & Marcy, PC 7677 Oakport St., Suite 1150 Oakland, CA 94621 Telephone: (510) 817-2711 Facsimile: (510) 562-6830

14. What's the difference between objecting and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class and don't want to release your individual claims. If you exclude yourself, you have no basis to object because the case no longer affects you.

15. Do I have a lawyer in this case?

The Court has approved Schneider Wallace Cottrell Konecky LLP and Aiman-Smith & Marcy, PC, respectively, to represent you and other Class Members in this action. These lawyers are called Class Counsel. You will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense. Schneider Wallace Cottrell Konecky LLP and Aiman-Smith & Marcy, PC are available as your counsel to answer your questions. The names and contact information of Class Counsel are listed in Question 13 above.

16. How will the lawyers be paid?

Class counsel will ask the Court to approve a payment of up to \$2,999,700.00 for attorneys' fees and up to \$27,000 for litigation costs, which will be paid out of the \$9,000,000.00 settlement fund. These attorneys' fees will pay Class Counsel for bringing the lawsuit on your behalf, investigating the facts, litigating the case, and negotiating the Settlement. Rite Aid has agreed not to oppose these attorneys' fees or costs. The Court may award less than these amounts.

17. When will final approval occur?

The Court will hold a final hearing to decide whether or not to approve the Settlement. You may attend, either in person or remotely depending on the Court's procedure at the time of the hearing due to pandemic, and you may ask to speak, but you don't have to. The Final Approval Hearing is scheduled for [REDACTED], 2021, at [REDACTED] a.m. in the United States District Court, Central District, Courtroom 9D, located at 350 West 1st Street, Los Angeles, CA 90012. What is the effect of Final Approval of the Settlement?

18. How do I get more information?

This Notice only summarizes the Action, the Settlement and related matters. For more information, you may visit the settlement website at: [REDACTED URL]. You may also contact the Settlement Administrator for a copy of the Class Action and Private Attorneys General Act Settlement Agreement and Release. This document and the motion for approval of the settlement is also on file with the United States District Court, Central District, located at 350 West 1st Street, Los Angeles, CA 90012. You may also contact Class Counsel at the address listed in Section 13 above without having to pay for any attorneys' fees. You also have the right to speak with an attorney of your choosing at your own expense.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, OR ANY OF RITE AID'S MANAGERS, SUPERVISORS, OR ATTORNEYS ABOUT THIS SETTLEMENT.

EXHIBIT B

CONFIDENTIAL SETTLEMENT AGREEMENT

AND GENERAL RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter referred to as the “Agreement”) is entered into between THRIFTY PAYLESS, INC. and RITE AID CORPORATION, their former and/or current officers, directors, employees, and all related entities, and/or their former and/or current officers, directors, and employees (collectively, the “Company”), and DAVID RAMIREZ for himself, his heirs, successors and assigns (“Ramirez”) (collectively, the “Parties”).

WHEREAS, Ramirez alleges that various actions of the Company during the time of his employment have been wrongful and unlawful.

WHEREAS, Ramirez filed two lawsuits. The first lawsuit is a class action filed in the United States District Court, Central District entitled “*David Ramirez v. Rite Aid Corporation, et al.*,” pending as Case No. 2:20-cv-03531-GW-SKx. He subsequently filed a First Amended Complaint on July 20, 2020 (the “*Ramirez Class Action*”). The second lawsuit is a PAGA action filed in the Alameda County Superior Court, entitled “*David Ramirez v. Rite Aid Corporation, et al.*,” pending as Case No. RG20065869 (the “*Ramirez PAGA Action*”).

WHEREAS, a former employee, Marion Lemons (“Lemons”) filed a separate class action and PAGA action in the United States District Court, Northern District entitled “*Marion Lemons v. Rite Aid Corporation, et al.*,” pending as Case No. 2:20-cv-07617-GW-SK (the “*Lemons Class and PAGA Action*”). The claims (and basis

for those claims) in the *Lemons* Class and PAGA Action overlap with the claims (and basis for those claims) in the *Ramirez* Class Action and the *Ramirez* PAGA Action.

Due to the overlapping claims, Ramirez and Lemons consolidated the *Ramirez* Class Action with the *Lemons* Class and PAGA Action (the “Consolidated Action”). The Consolidated Action was filed under Case No. 2:20-cv-03531-GW-SKx on December 30, 2020.

WHEREAS, in the Consolidated Action and/or the *Ramirez* PAGA Action, Ramirez seeks relief from the Company for the following claims: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available meal periods; (5) failure to provide accurate itemized wage statements; (6) waiting time penalties; (7) failure to pay all wage due on regularly-scheduled paydays; (8) violation of California Business and Professions Code; (9) injunctive relief under California Business and Professions Code; and (10) penalties under Labor Code Section 2699.

WHEREAS, the Parties (along with Lemons) reached an agreement to settle the Consolidated Action on behalf of all putative class members (and to dismiss with prejudice the *Ramirez* PAGA Action). As part of that Class Action and Private Attorneys General Act Settlement Agreement and Release (the “Class Action Settlement and Release”), the Parties agreed that subject to certain requirements set forth in Paragraph Third and Twelfth, Ramirez would be entitled to a service payment award in exchange for entering into a general release of all known and unknown claims.

Ramirez’s Initials: _____

WHEREAS, Ramirez represents that he has had an opportunity to discuss all aspects of his claims and this Agreement with his attorney to the extent so desired, has been fully advised as to his rights, understands that he is waiving significant legal rights by signing this Agreement and enters into this Agreement voluntarily, with a full understanding of, and agreement with, all of its terms, having been offered additional time to review and consider it, for the purpose of receiving additional pay and benefits from the Company beyond that provided by normal Company policy.

WHEREAS, Ramirez desires to settle fully and finally all claims, known or unknown, against the Company from the beginning of time to the date he executes this Agreement, except for his rights as a Participating Class Member set forth in the Class Action Settlement and Release.

NOW, THEREFORE, in consideration of the premises and promises contained herein, it is agreed as follows:

FIRST: **Non-Admission of Liability.**

This Agreement shall not be construed as an admission by the Company, or any of its current or former agents or employees, of any discriminatory, improper, wrongful, tortious or unlawful actions, or any other wrongdoing whatsoever against Ramirez or any other person or persons, and the Company specifically denies any wrongdoing whatsoever against Ramirez or any other person or persons.

SECOND: **No Other or Future Lawsuits, Charges or Complaints of any Nature Whatsoever.**

Ramirez represents that he does not presently have on file any complaints,

Ramirez's Initials: _____

charges or claims (civil, administrative, or criminal) against the Company in any court or administrative forum, or before any governmental agency or entity, except the Consolidated Action and *Ramirez* PAGA Action referenced above.

Ramirez further represents that he will not hereafter file any complaints, charges or claims (civil, administrative or criminal) against the Company with any court based on any action which occurred prior to the date he executes this Agreement, including, but not limited to, any claim related to, or in any way arising from his employment with the Company, or any events, actions, or omissions thereafter by the Company.

Ramirez further agrees to waive his right to any monetary or equitable recovery in connection with any federal, state, or local administrative agency's investigation into any claims arising out of or related to his employment with the Company, through the date he executes this Agreement, to the fullest extent permitted by law.

Upon the Court granting final approval of the Class Action Settlement and Release, Ramirez further agrees to the dismissal with prejudice of all of his individual claims against the Company. Ramirez and his counsel further agree that they will cooperate to the fullest extent necessary in accomplishing the dismissal with prejudice of the *Ramirez* PAGA Action as set forth in the Class Action Settlement and Release, and will take all reasonable steps, including execution of any necessary documents in order to implement the terms of this Agreement.

Ramirez's Initials: _____

THIRD: **Benefits to Ramirez.**

The Company agrees to and will pay to Ramirez the following benefits in exchange for this Release:

The Company will transfer to the Administrator appointed in the Action the amount approved by the Court for Ramirez's service payment award, not to exceed \$10,000.00, for which a Form 1099 will be issued, subject to the conditions set forth in Paragraph Twelfth. Ramirez agrees that payment in this manner is fully satisfactory to him, and by signing this Agreement, fully releases the Company from all claims, known and unknown, except for his rights as a Participating Class Member set forth in the Class Action Settlement and Release.

FOURTH: **Responsibility for Taxes.**

Ramirez agrees that he is solely responsible for all tax obligations which may arise as a consequence of this settlement and that he will indemnify and hold the Company harmless for any taxes, interest, penalties, and/or related expenses it incurs as a result of any dispute over the nonwithholding or other tax treatment of the Company's service payment to him. Ramirez further agrees that he has not received any tax advice concerning this service payment from the Company, the Company's counsel and/or Ramirez's counsel.

FIFTH: **No Costs or Attorneys' Fees.**

Ramirez agrees that the settlement provided herein, together with the Class Action Settlement and Release, is intended to and does release all claims for

Ramirez's Initials: _____

injuries, losses, damages, expenses, costs, attorneys' fees and related expenses arising out of the Consolidated Action and/or the *Ramirez* PAGA Action and that any and all such similar or other claims based on any action which occurred prior to the effective date of this Agreement are hereby unqualifiedly waived by Ramirez.

SIXTH: **Confidentiality.**

Ramirez will not, unless required by law, issue any press releases or have any communication to the press concerning this litigation (including the Consolidated Action and the *Ramirez* PAGA Action), this Agreement or the Class Action Settlement Agreement and Release.

SEVENTH: **Release of All Claims.**

Upon the Court granting final approval of the Class Action Settlement and Release, and the Company's funding of the settlement, Ramirez, for himself and his heirs, successors and assigns, does hereby release, acquit and forever discharge the Company, its former and/or current officers, directors, executives, managers, employees, agents, related parent and subsidiary entities, predecessors, successors, and assigns (the "Released Parties"), from any and all claims, actions, charges, complaints, causes of action, rights, demands, debts, damages or accountings of whatever nature, known or unknown, which he or his heirs may have against the Released Parties based on any actions or events which occurred prior to the effective date of this Agreement, including but not limited to, those related to, or arising from, Ramirez's employment with the Company, except for his rights as a Participating Class Member set forth in the Class Action Settlement and Release. To the extent permissible by law, this includes, but is not

Ramirez's Initials: _____

limited to, a release of all rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any tort, any public policy or any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto (such as, but not limited to, the FEHA, Title VII, the ADA, FMLA, CFRA, FLSA, and provisions of the California Labor Code) and all other laws governing the employment of persons in the State of California from the beginning of time to the date of execution hereof.

**EIGHTH: Knowing and Voluntary Waiver of Known and
Unknown Claims.**

IT IS FURTHER UNDERSTOOD AND AGREED that as a condition of this Agreement, all rights under Section 1542 of the Civil Code of the State of California, are expressly waived by Ramirez. Such Section reads 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.

In order to achieve a full and complete release, Ramirez acknowledges that this Agreement is intended to and does include in its effect all claims that he does not know or suspect to exist in his favor at the time that he signs this Agreement and all rights under Section 1542 are hereby waived.

Ramirez's Initials: _____

NINTH: **Ownership of Claims.**

Ramirez represents and agrees that he has not assigned or transferred, or attempted to assign or transfer, to any person or entity, any of the claims he is releasing in this Agreement.

TENTH: **Successors.**

This Agreement shall be binding upon the Parties and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the Parties and others released herein, their representatives, executors, successors and assigns.

ELEVENTH: **Entire Agreement.**

Ramirez and the Company each agree that with respect to this litigation (*i.e.*, the Consolidated Action and the *Ramirez* PAGA Action) and release between the Parties (1) this Agreement and the Class Action Settlement Agreement and Release are the only agreements between them, (2) these agreements embody and include all terms and commitments between them, and (3) no representations, inducements, coercion or promises have been made to any of them except as are expressly stated above and in the Class Action Settlement and Release. If any part of this Agreement is found to be unenforceable, all remaining provisions or parts thereof shall nevertheless remain valid and enforceable.

Ramirez's Initials: _____

TWELFTH: Agreement Contingent on Court Approval of the
Class Action Settlement and Release and
Dismissal with Prejudice of the *Ramirez* PAGA
Action.

This Agreement and the obligations of the Parties set forth herein are subject to and contingent upon the following:

- (a) The Court granting final approval of the Class Action Settlement and Release;
- (b) The dismissal of the *Ramirez* PAGA Action with prejudice;
- (c) Ramirez providing the Company with a completed W-9; and
- (d) Ramirez providing a Social Security number or tax identification number to the Administrator of the Class Action Settlement and Release.

Assuming the foregoing requirements are met, the Administrator will pay Ramirez his service payment award set forth in Paragraph Third. The Company will instruct the Administrator to pay that amount within 30 calendar days of sections (a) through (d) above being completed.

In the event that the Court does not grant final approval of the Class Action Settlement and Release, and/or does not dismiss the *Ramirez* PAGA Action with prejudice, the Parties are released of any obligations set forth in this Agreement, this Agreement shall have no force or effect, shall not be admissible in any court for any reason, and is voided as a matter of law.

Ramirez's Initials: _____

THIRTEENTH: Severability.

Should any of the provisions in this Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid portion or provision shall be deemed not to be a part of this Agreement.

FOURTEENTH: Acknowledgment of Understanding.

Ramirez understands that he is waiving legal rights by signing this Agreement, and represents that he has had an opportunity to consult with his attorney and/or other persons to the full extent he wanted to do so before signing this Agreement. Ramirez further represents that he has been given a reasonable period of time to review and consider this Agreement.

PLEASE READ CAREFULLY. THIS CONFIDENTIAL SETTLEMENT
AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL
KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF this Agreement shall have as its effective date the date a properly executed agreement containing Ramirez's signature is received by the Company's counsel.

[SIGNATURES ON THE FOLLOWING PAGE]

Ramirez's Initials: _____

DATED: _____, 2021

PLAINTIFF DAVID RAMIREZ

By: _____

DATED: _____, 2021

DEFENDANT THRIFTY PAYLESS, INC.

By: _____

DATED: _____, 2021

DEFENDANT RITE AID CORPORATION

By: _____

Ramirez's Initials: _____

EXHIBIT C

CONFIDENTIAL SETTLEMENT AGREEMENT

AND GENERAL RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter referred to as the “Agreement”) is entered into between THRIFTY PAYLESS, INC. and RITE AID CORPORATION, their former and/or current officers, directors, employees, and all related entities, and/or their former and/or current officers, directors, and employees (collectively, the “Company”), and MARION LEMONS for herself, her heirs, successors and assigns (“Lemons”) (collectively, the “Parties”).

WHEREAS, Lemons alleges that various actions of the Company during the time of her employment have been wrongful and unlawful.

WHEREAS, Lemons filed a class action and PAGA action in the United States District Court, Northern District entitled “*Marion Lemons v. Rite Aid Corporation, et al.*,” pending as Case No. 2:20-cv-07617-GW-SK (the “*Lemons Class and PAGA Action*”).

WHEREAS, a current employee, David Ramirez (hereinafter “Ramirez”) filed two lawsuits. The first lawsuit is a class action filed in the United States District Court, Central District entitled “*David Ramirez v. Rite Aid Corporation, et al.*,” pending as Case No. 2:20-cv-03531-GW-SKx. He subsequently filed a First Amended Complaint on July 20, 2020 (the “*Ramirez Class Action*”). The second lawsuit is a PAGA action filed in the Alameda County Superior Court, entitled “*David Ramirez v. Rite Aid Corporation, et al.*,” pending as Case No. RG20065869 (the “*Ramirez PAGA Action*”).

The claims (and basis for those claims) in the *Lemons* Class and PAGA Action overlap with the claims (and basis for those claims) in the *Ramirez* Class Action and the *Ramirez* PAGA Action.

Due to the overlapping claims, Ramirez and Lemons consolidated the *Ramirez* Class Action with the *Lemons* Class and PAGA Action (the “Consolidated Action”). The Consolidated Action was filed under Case No. 2:20-cv-03531-GW-SKx on December 30, 2020.

WHEREAS, in the Consolidated Action, Lemons seeks relief from the Company for the following claims: (1) failure to pay for all hours worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available meal periods; (5) failure to provide accurate itemized wage statements; (6) waiting time penalties; (7) failure to pay all wage due on regularly-scheduled paydays; (8) violation of California Business and Professions Code; (9) injunctive relief under California Business and Professions Code; and (10) penalties under Labor Code Section 2699.

WHEREAS, the Parties (along with Lemons) reached an agreement to settle the Consolidated Action on behalf of all putative class members (and to dismiss with prejudice the *Ramirez* PAGA Action). As part of that Class Action and Private Attorneys General Act Settlement Agreement and Release (the “Class Action Settlement and Release”), the Parties agreed that subject to certain requirements set forth in Paragraph Third and Twelfth, Lemons would be entitled to a service payment award in exchange for entering into a general release of all known and unknown claims.

Lemons’ Initials: _____

WHEREAS, Lemons represents that she has had an opportunity to discuss all aspects of her claims and this Agreement with her attorney to the extent so desired, has been fully advised as to her rights, understands that she is waiving significant legal rights by signing this Agreement and enters into this Agreement voluntarily, with a full understanding of, and agreement with, all of its terms, having been offered additional time to review and consider it, for the purpose of receiving additional pay and benefits from the Company beyond that provided by normal Company policy.

WHEREAS, Lemons desires to settle fully and finally all claims, known or unknown, against the Company from the beginning of time to the date she executes this Agreement, except for her rights as a Participating Class Member set forth in the Class Action Settlement and Release.

NOW, THEREFORE, in consideration of the premises and promises contained herein, it is agreed as follows:

FIRST: **Non-Admission of Liability.**

This Agreement shall not be construed as an admission by the Company, or any of its current or former agents or employees, of any discriminatory, improper, wrongful, tortious or unlawful actions, or any other wrongdoing whatsoever against Lemons or any other person or persons, and the Company specifically denies any wrongdoing whatsoever against Lemons or any other person or persons.

SECOND: **No Other or Future Lawsuits, Charges or Complaints of any Nature Whatsoever.**

Lemons represents that she does not presently have on file any complaints,

Lemons' Initials: _____

charges or claims (civil, administrative, or criminal) against the Company in any court or administrative forum, or before any governmental agency or entity, except the Consolidated Action referenced above.

Lemons further represents that she will not hereafter file any complaints, charges or claims (civil, administrative or criminal) against the Company with any court based on any action which occurred prior to the date she executes this Agreement, including, but not limited to, any claim related to, or in any way arising from her employment with the Company, separation from employment with the Company, or any events, actions, or omissions thereafter by the Company.

Lemons further agrees to waive her right to any monetary or equitable recovery in connection with any federal, state, or local administrative agency's investigation into any claims arising out of or related to her employment with the Company, through the date she executes this Agreement, to the fullest extent permitted by law.

Upon the Court granting final approval of the Class Action Settlement and Release, Lemons further agrees to the dismissal with prejudice of all of her individual claims against the Company.

THIRD: **Benefits to Lemons.**

The Company agrees to and will pay to Lemons the following benefits in exchange for this Release:

The Company will transfer to the Administrator appointed in the Action the amount approved by the Court for Lemons' service payment award, not to exceed

Lemons' Initials: _____

\$10,000.00, for which a Form 1099 will be issued, subject to the conditions set forth in Paragraph Twelfth. Lemons agrees that payment in this manner is fully satisfactory to her, and by signing this Agreement, fully releases the Company from all claims, known and unknown, except for her rights as a Participating Class Member set forth in the Class Action Settlement and Release.

FOURTH: **Responsibility for Taxes.**

Lemons agrees that she is solely responsible for all tax obligations which may arise as a consequence of this settlement and that she will indemnify and hold the Company harmless for any taxes, interest, penalties, and/or related expenses it incurs as a result of any dispute over the nonwithholding or other tax treatment of the Company's service payment to him. Lemons further agrees that she has not received any tax advice concerning this service payment from the Company, the Company's counsel and/or Lemons' counsel.

FIFTH: **No Costs or Attorneys' Fees.**

Lemons agrees that the settlement provided herein, together with the Class Action Settlement and Release, is intended to and does release all claims for injuries, losses, damages, expenses, costs, attorneys' fees and related expenses arising out of the Consolidated Action and that any and all such similar or other claims based on any action which occurred prior to the effective date of this Agreement are hereby unqualifiedly waived by Lemons.

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SIXTH: **Confidentiality.**

Lemons will not, unless required by law, issue any press releases or have any communication to the press concerning this litigation (including the Consolidated Action and the *Ramirez* PAGA Action), this Agreement or the Class Action Settlement Agreement and Release.

SEVENTH: **Release of All Claims.**

Upon the Court granting final approval of the Class Action Settlement and Release, and the Company's funding of the settlement, Lemons, for herself and her heirs, successors and assigns, does hereby release, acquit and forever discharge the Company, its former and/or current officers, directors, executives, managers, employees, agents, related parent and subsidiary entities, predecessors, successors, and assigns (the "Released Parties"), from any and all claims, actions, charges, complaints, causes of action, rights, demands, debts, damages or accountings of whatever nature, known or unknown, which she or her heirs may have against the Released Parties based on any actions or events which occurred prior to the effective date of this Agreement, including but not limited to, those related to, or arising from, Lemons' employment with the Company and/or separation from employment with the Company, except for her rights as a Participating Class Member set forth in the Class Action Settlement and Release. To the extent permissible by law, this includes, but is not limited to, a release of all rights arising out of alleged violations of any contracts, express or implied, any covenant of good faith and fair dealing, express or implied, any tort, any public policy or any federal, state or other governmental statute, regulation or ordinance, and any amendments thereto

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(such as, but not limited to, the FEHA, Title VII, the ADA, FMLA, CFRA, FLSA, and provisions of the California Labor Code) and all other laws governing the employment of persons in the State of California from the beginning of time to the date of execution hereof.

EIGHTH: **Knowing and Voluntary Waiver of Known and Unknown Claims.**

IT IS FURTHER UNDERSTOOD AND AGREED that as a condition of this Agreement, all rights under Section 1542 of the Civil Code of the State of California, are expressly waived by Lemons. Such Section reads 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.

In order to achieve a full and complete release, Lemons acknowledges that this Agreement is intended to and does include in its effect all claims that she does not know or suspect to exist in her favor at the time that she signs this Agreement and all rights under Section 1542 are hereby waived.

NINTH: **Ownership of Claims.**

Lemons represents and agrees that she has not assigned or transferred, or attempted to assign or transfer, to any person or entity, any of the claims she is releasing

Lemons' Initials: _____

in this Agreement.

TENTH: **Successors.**

This Agreement shall be binding upon the Parties and upon their respective heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the Parties and others released herein, their representatives, executors, successors and assigns.

ELEVENTH: **Entire Agreement.**

Lemons and the Company each agree that with respect to this litigation (*i.e.*, the Consolidated Action and the *Ramirez* PAGA Action) and release between the Parties (1) this Agreement and the Class Action Settlement Agreement and Release are the only agreements between them, (2) these agreements embody and include all terms and commitments between them, and (3) no representations, inducements, coercion or promises have been made to any of them except as are expressly stated above and in the Class Action Settlement and Release. If any part of this Agreement is found to be unenforceable, all remaining provisions or parts thereof shall nevertheless remain valid and enforceable.

TWELFTH: **Agreement Contingent on Court Approval of the**
Class Action Settlement and Release and
Dismissal with Prejudice of the *Ramirez* PAGA
Action.

This Agreement and the obligations of the Parties set forth herein are subject to and contingent upon the following:

Lemons' Initials: _____

- (a) The Court granting final approval of the Class Action Settlement and Release;
- (b) The dismissal of the *Ramirez* PAGA Action with prejudice;
- (c) Lemons providing the Company with a completed W-9; and
- (d) Lemons providing a Social Security number or tax identification number to the Administrator of the Class Action Settlement and Release.

Assuming the foregoing requirements are met, the Administrator will pay Lemons her service payment award set forth in Paragraph Third. The Company will instruct the Administrator to pay that amount within 30 calendar days of sections (a) through (d) above being completed.

In the event that the Court does not grant final approval of the Class Action Settlement and Release, and/or does not dismiss the *Ramirez* PAGA Action with prejudice, the Parties are released of any obligations set forth in this Agreement, this Agreement shall have no force or effect, shall not be admissible in any court for any reason, and is voided as a matter of law.

THIRTEENTH: Severability.

Should any of the provisions in this Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid portion or provision shall be deemed not to be a part of this Agreement.

Lemons' Initials: _____

FOURTEENTH: Acknowledgment of Understanding.

Lemons understands that she is waiving legal rights by signing this Agreement, and represents that she has had an opportunity to consult with her attorney and/or other persons to the full extent she wanted to do so before signing this Agreement. Lemons further represents that she has been given a reasonable period of time to review and consider this Agreement.

PLEASE READ CAREFULLY. THIS CONFIDENTIAL SETTLEMENT
AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL
KNOWN AND UNKNOWN CLAIMS.

IN WITNESS WHEREOF this Agreement shall have as its effective date the date
a properly executed agreement containing Lemons' signature is received by the
Company's counsel.

[SIGNATURES ON THE FOLLOWING PAGE]

Lemons' Initials: _____

DATED: _____, 2021

PLAINTIFF MARION LEMONS

By: _____

DATED: _____, 2021

DEFENDANT THRIFTY PAYLESS, INC.

By: _____

DATED: _____, 2021

DEFENDANT RITE AID CORPORATION

By: _____

Lemons' Initials: _____