PAGA SETTLEMENT AGREEMENT

This a settlement of a wage-and-hour representative action brought pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA") entered into between (1) Plaintiffs Jessica Hernandez and Carol Turner, individually and in their representative capacity on behalf of the "PAGA Aggrieved Employees" as private attorneys general on behalf of the State of California (collectively "Plaintiffs"); and (2) Defendant Wal-Mart Associates, Inc. ("Defendant") ("PAGA Settlement" or "PAGA Agreement"). Plaintiffs and Defendant are collectively referred to herein as the "Parties."

1. DEFINITIONS.

1.1 "Action" means Plaintiffs' wage and hour lawsuit titled *Jessica Hernandez v. Wal-Mart Associates, Inc., et al.*, filed on November 17, 2020, in San Bernardino County Superior Court, Case No. CIVSB2024738, and subsequently removed to the United States District Court for the Central District of California, Case No. 5:21-cv-00166-FLA-SHK, and any amended complaints filed.

1.2 "Administrator" means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the PAGA Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of the PAGA Settlement.

1.4 "Aggrieved Employees" means all individuals who are or were employed by Defendant as non-exempt employees in Walmart retail stores in California during the PAGA Period.

1.5 "Aggrieved Employee Data" means Aggrieved Employees' identifying information in Defendant's possession including each Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7 "Approval Hearing" means the Court's hearing on the motion seeking approval of the PAGA Settlement.

1.8 "Approval Order" means the order by the Court granting approval of the PAGA Settlement.

1.9 "Court" means the United States District Court for the Central District of California.

1.10 "Defendant" means Wal-Mart Associates, Inc.

1.11 "Defense Counsel" means Ogletree, Deakins, Nash, Smoak & Stewart, P.C., including Paloma P. Peracchio and Mitchell A. Wrosch.

1.12 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Approval Order, and (b) the Judgment is final. The Judgment shall be final on the day the Court enters Judgment.

1.13 "Gross Settlement Amount" means Seven Million Dollars and Zero Cents ($7,000,000.00), which is the total amount Defendant agrees to pay under the PAGA Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, the Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.14 "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of 25% of the PAGA Payment calculated according to the number of the Aggrieved Employee's PAGA Pay Periods.

1.15 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.16 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.17 "LWDA PAGA Payment" means the 75% of the PAGA Payment paid to the LWDA pursuant to Labor Code section 2699, subd. (i).

1.18 "Net Settlement Amount" means the Gross Settlement Amount minus the Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.19 "Operative Complaint" means the Fifth Amended Complaint filed in the Action on July 24, 2023.

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

1.21 "PAGA Counsel" means Matern Law Group, PC ("MLG"), including Matthew J. Matern and Mikael H. Stahle.

1.22 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.23 "PAGA Notice" means Plaintiff Hernandez's November 16, 2020, letter, and Plaintiff Carol Turner's May 26, 2022, letter, to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.24 "PAGA Pay Period" means any pay period within the PAGA Period during which an Aggrieved Employee worked for Defendant on at least one day.

1.25 "PAGA Payment" means the Gross Settlement Amount minus Representative Service Payments, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. The PAGA Payment will be allocated so that 75% of the payment will be paid to the LWDA and 25% will be paid to Aggrieved Employees and allocated to each Aggrieved Employee pro rata based on his or her PAGA Pay Periods as a percentage of all PAGA Pay Periods, in accordance with Paragraph 3.2.4.1 below.

1.26 "PAGA Period" means the period from May 29, 2021, through the date of the Approval Order.

1.27 "Plaintiffs" means Jessica Hernandez and Carol Turner, the named Plaintiffs in the Action.

1.28 "Released PAGA Claims" means the claims being released by Plaintiffs and Aggrieved Employees as described in Paragraph 5 below.

1.29 "Released Parties" means Wal-Mart Associates, Inc., doing business as Walmart, and any of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.

1.30 "Representative Service Payments" means the payments to the Plaintiffs for initiating the Action and providing services in support of the Action.

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

2. <u>RECITALS</u>.

2.1 On November 17, 2020, Plaintiff Jessica Hernandez commenced this Action by filing a putative class action complaint against Defendant in San Bernardino County Superior Court, titled *Jessica Hernandez v. Wal-Mart Associates, Inc., et al.*, Case No. CIVSB2024738, which was subsequently removed to the United States District Court for the Central District of California, Case No. 5:21-cv-00166-FLA-SHK. On March 19, 2021, Plaintiff Hernandez filed a First Amended Complaint including a cause of action against Defendant for Penalties Under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), as a Representative Action. On July 22, 2022, Plaintiff Hernandez filed a Third Amended Complaint and added Plaintiff Carol Turner as a Plaintiff. On July 24, 2023, Plaintiffs filed the Operative Complaint. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.3 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to Defendant and the LWDA by submitting the PAGA Notice.

2.4 On August 27, 2025, the Parties participated in an all-day mediation presided over by mediator Hunter Hughes which led to the Parties' acceptance of a mediator's proposal to settle the Action and to this PAGA Agreement to memorialize the PAGA Settlement.

2.5 Prior to mediation, the Parties engaged in heavy litigation for years, including voluminous discovery, motion practice, and briefing a motion for class certific-ation. Plaintiffs possessed relevant documents, policies, contact information, and time and pay data.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant agrees to pay Seven Million Dollars and Zero Cents ($7,000,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this PAGA Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiffs: Representative Service Payments to the Plaintiffs of not more than Ten Thousand Dollars and Zero Cents ($10,000.00) each (in addition to any Individual PAGA Payments Plaintiffs are entitled to receive as Aggrieved Employees). Defendant will not oppose Plaintiffs' request for a Representative Service Payment of up to this amount for each Plaintiff. As part of the Approval Motion, Plaintiffs will seek Court approval for the Representative Service Payments. If the Court approves Representative Service Payments in amounts less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Representative Service Payment.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be Two Million Three Hundred Thirty-Three Thousand Three Hundred and Thirty Three Dollars and Thirty-Three Cents ($2,333,333.33) and PAGA Counsel Litigation Expenses Payment in an amount not to exceed Two Hundred Seventy-Five Thousand Dollars and Zero Cents ($275,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. As part of the Approval Motion, Plaintiffs will seek Court approval of the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment in amounts less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment beyond the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment as paid out from the Gross Settlement Amount and approved by the Court in connection with this PAGA Settlement. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment, not to exceed $420,000.00 except for a showing of good cause and as approved by the Court. To the extent the actual administration expenses incurred by the Administrator are less or the Court approves payment of less than $420,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: A PAGA Payment shall be paid from the Net Settlement Amount, with 75% of the Net Settlement Amount allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a reasonable review of its records, Defendant estimates there are approximately 285,677 Aggrieved Employees who worked a total of approximately 9,462,336 PAGA Pay Periods.

4.2 Aggrieved Employee Data. No later than thirty (30) days after issuance of the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this PAGA Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this PAGA Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide Defendant with wire transfer information within three (3) days after the Effective Date. Defendant shall fund the PAGA Settlement within thirty (30) days after the Approval Order.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will disburse payment of all Individual PAGA Payments, the Representative Service Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one hundred and eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check remains uncashed after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to any applicable requirements of California Code of Civil Procedure Section 384, subd. (b).

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

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Release of PAGA Claims by Plaintiffs. In consideration of Plaintiffs' awarded Representative Service Payment, and the other terms and conditions of the PAGA Settlement, as of the date of the Approval Order and when the PAGA Settlement is fully funded, Plaintiffs, on behalf of herself and her respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from all claims alleged or that could have been alleged in the operative complaint and/or PAGA notices to the California Labor and Workforce Development Agency sent by both Plaintiff Hernandez and Plaintiff Turner that arose during the PAGA Period for: (1) penalties pursuant to PAGA (Lab. Code, §§ 2698-2699.6) for failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (2) penalties pursuant to PAGA (Lab. Code §§ 2698-2699.6 for failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); and (3) all claims for attorney's fees and costs based on the foregoing.

5.1.1 The Parties will execute separate individual settlement agreements with the Plaintiffs with a full general release of claims, including all wage and hour claims, and a 1542 waiver of claims in the total amount of Fifty-Eight Thousand Fifty Dollars and Zero Cents ($58,050.00), to be allocated by Plaintiffs' Counsel.

5.2 Release of PAGA Claims by Aggrieved Employees. In consideration for their awarded Individual PAGA Payments, as of the date of the Approval Order, all Aggrieved Employees will release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, any and all claims, transactions, or occurrences that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notices and occurred during the PAGA Period for: (1) penalties pursuant to PAGA (Lab. Code, §§ 2698-2699.6) for failure to provide compliant rest periods and pay missed rest break premiums in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (2) failure to provide compliant meal periods and pay missed meal period premiums in violation of Labor Code sections 226.7 and 512, and the applicable IWC Wage Order(s); and (3) all claims for interest, fees, and costs based on the foregoing.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Within a reasonable time or as otherwise ordered by the Court, Plaintiffs will prepare and file with the Court a motion for approval of this PAGA Settlement ("Approval Motion").

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare all documents necessary for obtaining approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2), including: (i) a draft of the notice, and memorandum in support, of the Approval Motion that requests approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Approval of the PAGA Settlement; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations [Labor Code section 2699.3, subd. (a)], Operative Complaint [Labor Code section 2699, subd. (l)(1)], this PAGA Agreement [Labor Code section 2699, subd. (l)(2)]; (iv) declarations attesting to any facts relevant to any actual or potential conflict of interest with the Administrator.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the Approval Motion; obtaining a prompt hearing date for the Approval Motion; and for appearing in Court to advocate in favor of the Approval Motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator and the LWDA.

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

7. SETTLEMENT ADMINISTRATION.

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

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this PAGA Agreement or otherwise. The administrator shall timely handle all required tax reporting on the Individual PAGA Payments and issue the requisite tax reports to the IRS associated with these payments. All Individual PAGA Payments made under this PAGA Agreement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this PAGA Agreement.

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that the Court shall retain continuing jurisdiction over this case to ensure the continuing implementation of the provisions of this PAGA Settlement.

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this PAGA Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this PAGA Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9. **ADDITIONAL PROVISIONS**.

9.1 No Opt-Out. Aggrieved Employees may not object or opt out of this PAGA Settlement.

9.2 No Admission of Liability or Representative Manageability for Other Purposes. This PAGA Agreement represents a compromise and settlement of highly disputed claims. Nothing in this PAGA Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. If, for any reason the Court does not approve this PAGA Settlement or enter Judgment, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right contest Defendant's defenses. The PAGA Settlement, this PAGA Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the PAGA Settlement and this PAGA Agreement).

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

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

9.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the PAGA Settlement by, among other things, modifying the PAGA Settlement Agreement as agreed by the Parties, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the PAGA Settlement, or on any modification of the PAGA Agreement that may become necessary to implement the PAGA Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

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

9.8 Modification of Agreement. This PAGA Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or by their attorneys, pursuant to Paragraph 9.4, and approved by the Court.

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

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

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

9.12 Confidentiality. Plaintiffs and their attorneys agree not to issue any press or other media releases or talk to the press or media regarding the PAGA Settlement, and PAGA Counsel agree not to publicize the PAGA Settlement on their website or social media. In addition, prior to filing of the Approval Motion, Plaintiffs and their attorneys will not have any communication with anyone other than family members, clients, financial advisors, retained experts, and vendors related to settlement administration, regarding the PAGA Settlement. If, before the filing of the Approval Motion, Plaintiffs or their attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the PAGA Settlement except as required by law or to affect the PAGA Settlement, Defendant may rescind the PAGA Settlement, rendering it null and void.

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

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

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

9.16 Notice. All notices, demands or other communications between the Parties in connection with this PAGA Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Aggrieved Employees:

Matthew J. Matern, Mikael H. Stahle
Matern Law Group, P.C.
2101 E. El Segundo Boulevard, Suite 403
El Segundo, California 90245

To Defendant:

Paloma Peracchio
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071

Mitchell Wrosch
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Park Tower, 695 Town Center Drive, Fifteenth Floor
Costa Mesa, CA 92626

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

9.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement and, the litigation shall be stayed, except to effectuate the terms of this Agreement or as otherwise ordered by the Court.

9.19 Tolling of Statute. The Parties stipulate and agree, pursuant to California Code of Civil Procedure section 583.330(a), to extend the time within which the Actions must be brought to trial pursuant to Code of Civil Procedure sections 583.310 through 583.360, by the period of time from August 27, 2025 through July 13, 2026 or through the date of entry of Judgment, whichever is later, and that said period of time shall not be included in the computation of the five-year period specified in Code of Civil Procedure section 583.310. The foregoing stipulation and agreement shall be binding on the Parties regardless of whether the Court grants or denies approval of the PAGA Settlement, the Effective Date fails to occur, or this PAGA Agreement becomes void for any reason whatsoever.

Dated: Jun 22, 2026, 2026

JESSICA HERNANDEZ (Jun 22, 2026 14:28:00 PDT)

Plaintiff Jessica Hernandez

Dated: 06/18/2026, 2026

Carol Turner

Carol Turner (Jun 18, 2026 10:55:39 PDT)

Plaintiff Carol Turner

Dated: ______________, 2026

Defendant Wal-Mart Associates, Inc.

By: ______________________________

Title: ______________________________

APPROVED AS TO CONTENT:

Dated: June 22, 2026

MATERN LAW GROUP, PC

By: ______________________________

Matthew J. Matern
Mikael H. Stahle
Attorneys for Plaintiffs Jessica Hernandez and Carol Turner

Dated: ______________, 2026

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: ______________________________

Paloma Peracchio
Mitchell Wrosch
Attorneys for Defendant Wal-Mart Associates, Inc.

9.19 Tolling of Statute. The Parties stipulate and agree, pursuant to California Code of Civil Procedure section 583.330(a), to extend the time within which the Actions must be brought to trial pursuant to Code of Civil Procedure sections 583.310 through 583.360, by the period of time from August 27, 2025 through July 13, 2026 or through the date of entry of Judgment, whichever is later, and that said period of time shall not be included in the computation of the five-year period specified in Code of Civil Procedure section 583.310. The foregoing stipulation and agreement shall be binding on the Parties regardless of whether the Court grants or denies approval of the PAGA Settlement, the Effective Date fails to occur, or this PAGA Agreement becomes void for any reason whatsoever.

Dated: ______________, 2026

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Plaintiff Jessica Hernandez

Dated: ______________, 2026

____
Plaintiff Carol Turner

Dated: 22-Jun-2026, 2026

Signed by:
Jeff Spalding
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Defendant Wal-Mart Associates, Inc.
By: Jeffery Spalding
Title: SVP and Chief Counsel, International & Global Sourcing

APPROVED AS TO CONTENT:

Dated: _______________, 2026

MATERN LAW GROUP, PC

By: ______________________________
Matthew J. Matern
Mikael H. Stahle
Attorneys for Plaintiffs Jessica Hernandez and Carol Turner

Dated: 6/22/, 2026

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: ______________________________
Paloma Peracchio
Mitchell Wrosch
Attorneys for Defendant Wal-Mart Associates, Inc.