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 SAFEWAY INC. and THE VONS COMPANIES, INC.

ADDITIONAL COUNSEL ON NEXT PAGE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF ALAMEDA**

BEN WA and ANITA REAVIS, on behalf
 of themselves and others similarly situated,

Plaintiff,

vs.

SAFEWAY INC., a Delaware corporation;
 and DOES 1 through 100, inclusive,

Defendants.

Case No. RG20075295

Assigned for all purposes to
 Hon. Michael Markman, Dept. 23

**JOINT STIPULATION OF CLASS AND
 REPRESENTATIVE ACTION SETTLEMENT
 AND RELEASE**

Action filed: September 24, 2020
 Trial date: None set

PAULA BASSETT and JONATHAN
 CAVAZOS, on behalf of themselves and
 all others similarly situated,

Plaintiff,

vs.

THE VONS COMPANIES, INC., a
 Michigan corporation; and DOES 1
 through 100, inclusive,

Defendants.

Case No. RG20082630

Assigned for all purposes to
 Hon. Noel Wise, Dept. 21

Action filed: November 30, 2020
 Trial date: None set

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BEN WA, ANITA REAVIS,
7 PAULA BASSETT, and JONATHAN CAVAZOS,
individually and on behalf of others similarly situated
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This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs Ben Wa (“Wa”), Anita Reavis (“Reavis”) (Wa and Reavis together are the “Safeway Plaintiffs”), Paula Bassett (“Bassett”), and Jonathan Cavazos (“Cavazos”) (Bassett and Cavazos together are the “Vons Plaintiffs”) (collectively, “Plaintiffs”) and Defendants Safeway Inc. (“Safeway”) and The Vons Companies, Inc. (“Vons”) (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party. This Agreement sets forth the Parties’ class and representative action settlement to resolve all of the claims that are or could have been asserted in: (1) the action entitled *Ben Wa and Anita Reavis, et al. v. Safeway Inc., et al.*, Case No. RG20075295 pending in the Superior Court of California for the County of Alameda; and (2) the action entitled *Paula Bassett and Jonathan Cavazos, et al. v. The Vons Companies, Inc., et al.*, Case No. RG20082630 pending in the Superior Court of California for the County of Alameda (together, the “Actions”). This Agreement is subject to Court approval.

For background and context, the Safeway Plaintiffs and the Vons Plaintiffs are both represented by Class Counsel (as defined below), and Safeway and Vons are both represented by Defense Counsel (as defined below). Thus, for efficiency purposes, the Parties agreed to mediate the Safeway Action (as defined below) and the Vons Action (as defined below) at the same time with a respected wage and hour mediator, the Honorable Angela M. Bradstreet (Ret.). As part of the resolution agreed to at mediation, the Parties agreed to consolidate the Safeway Action and the Vons Action for settlement purposes only in order to permit the Parties to seek preliminary and final approval of the Settlement in one action in order to save judicial resources.

1. DEFINITIONS.

1.1. “Actions” means *Ben Wa and Anita Reavis, et al. v. Safeway Inc., et al.*, Alameda County Superior Court Case No. RG20075295 (“Safeway Action”) and *Paula Bassett and Jonathan Cavazos, et al. v. The Vons Companies, Inc., et al.*, Alameda County Superior Court Case No. RG20082630 (“Vons Action”).

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

1.3. “Administrator 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 Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee(s)" means a Safeway Aggrieved Employee and/or a Vons Aggrieved Employee.

1.5. "Class Counsel" means Matthew J. Matern and Mikael H. Stahle of Matern Law Group, PC.

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

1.7. "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Part-Time Workweeks, Full-Time Workweeks, and PAGA Pay Periods.

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

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

1.10. "Class Notices" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A for the Safeway Class/Safeway Aggrieved Employees and Exhibit B for the Vons Class/Vons Aggrieved Employees, both of which are incorporated by reference into this Agreement.

1.11. "Class Representatives" means the Safeway Plaintiffs (Ben Wa and Anita Reavis) and the Vons Plaintiffs (Paula Bassett and Jonathan Cavazos) who are seeking Court approval to serve as Class Representatives in the Safeway Action and the Vons Action, respectively.

1.12. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Actions, providing services in support of the Actions, and for executing a general release in favor of Defendants.

1.13. “Court” means the Superior Court of California for the County of Alameda.

1.14. “Defendants” means Safeway Inc. and The Vons Companies, Inc.

1.15. “Defense Counsel” means Joan B. Tucker Fife and Tristan R. Kirk of Winston & Strawn LLP.

1.16. “Effective Date” means the date on which the Court’s order approving the Settlement and its entry of Judgment become Final.

1.17. “Final” means the latest of the following: (i) if there is an appeal(s) of the Court’s Judgment(s), the date the order(s) and Judgment(s) approving the Settlement are affirmed on appeal(s), the date of dismissal of such appeal(s), or the expiration of the time to file a petition(s) for review with the California Supreme Court; (ii) if a petition(s) for review is filed, the date of denial of the petition(s) for review, or the date the order(s) and Judgment(s) approving the Settlement are affirmed pursuant to such petition(s); or (iii) if no appeal(s) is filed, the expiration date of the time for filing or noticing any appeal(s) of the order(s) approving the Settlement and/or entry of Judgment(s).

1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.20. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.21. “Full-Time Workweek” means any week during which a member of the Safeway Class performed work for Safeway in a Safeway Class Position in a California Safeway retail store on at least one day during the Safeway Class Period while designated as a full-time employee according to Safeway’s records and/or any week during which a member of the Vons Class performed work for Vons in a Vons Class Position in a California Vons retail store on at least one day during the Vons Class Period while designated as a full-time employee according to Vons’

records. A member of the Safeway Class is designated as a full-time employee if he or she is designated as such in Safeway's HRIS system; a member of the Vons Class is designated as a full-time employee if he or she is designated as such in Vons' HRIS system.

1.22. "Funding Date" means fifteen (15) days after the Effective Date.

1.23. "Gross Settlement Amount" means Two Million Eight Hundred Thousand Dollars and Zero Cents (\$2,800,000.00), which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administrator Expenses Payment.

1.24. "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Part-Time Workweeks and/or Full-Time Workweeks he or she worked during the Safeway Class Period and/or Vons Class Period.

1.25. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the Safeway PAGA Period and/or Vons PAGA Period.

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

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

1.28. "LWDA PAGA Payment" means the seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.29. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administrator Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments pursuant to the calculations herein.

1.30. "Non-Participating Class Member" means any Class Member who opts out of the

class action portion of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.31. “PAGA Pay Period” means any pay period during which a Safeway Aggrieved Employee performed work for Safeway in a Safeway Class Position in a California retail store on at least one day during the Safeway PAGA Period and/or a Vons Aggrieved Employee performed work for Vons in a Vons Class Position in a California retail store on at least one day during the Vons PAGA Period.

1.32. “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.33. “PAGA Notice” means any and all of the Plaintiffs’ letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, i.e., One Hundred Thousand Dollars and Zero Cents (\$100,000.00), with twenty-five percent (25%) allocated to the Aggrieved Employees (\$25,000.00) and seventy-five percent (75%) allocated to LWDA (\$75,000.00) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the class action portion of the Settlement.

1.36. “Part-Time Workweek” means any week during which a member of the Safeway Class performed work for Safeway in a Safeway Class Position in a California Safeway retail store on at least one day during the Safeway Class Period while designated as a part-time employee according to Safeway’s records and/or any week during which a member of the Vons Class performed work for Vons in a Vons Class Position in a California Vons retail store on at least one day during the Vons Class Period while designated as a part-time employee according to Vons’ records. A member of the Safeway Class is designated as a part-time employee if he or she is designated as such in Safeway’s HRIS system; a member of the Vons Class is designated as a part-time employee if he or she is designated as such in Vons’ HRIS system.

1.37. “Plaintiffs” means the Safeway Plaintiffs (Ben Wa and Anita Reavis) and the Vons Plaintiffs (Paula Bassett and Jonathan Cavazos), the named plaintiffs in the Actions, respectively.

1.38. “Preliminary Approval” means the Court’s Order(s) Granting Preliminary Approval

1 of the Settlement.

2 1.39. "Preliminary Approval Order" means the proposed Order(s) Granting Preliminary
3 Approval of the Settlement.

4 1.40. "Released Safeway Class Claims" means any and all claims that were asserted in the
5 First Amended Complaint in the Safeway Action; and/or any and all claims, known or unknown, that
6 could have been asserted in the Safeway Action based on any of the facts and/or allegations alleged
7 in the First Amended Complaint in the Safeway Action. This release includes any and all claims,
8 known or unknown, for failure to reimburse work related expenses pursuant to: California Labor
9 Code sections 2800, 2802, and 2804; the California Industrial Welfare Commission's ("IWC") Wage
10 Orders; and/or the California Business & Professions Code. This release also includes any and all
11 claims, known or unknown, for injunctive relief or restitution for any or all of the foregoing; any
12 penalties, including statutory and civil penalties, related to any or all of the foregoing; attorneys' fees
13 or costs related to any or all of the foregoing; interest related to any or all of the foregoing; and/or
14 any other damages or amounts related to any or all of the foregoing.

15 1.41. "Released Safeway PAGA Claims" means any and all claims for civil penalties under
16 California Labor Code section 2698 *et seq.* (PAGA) that were asserted in the First Amended
17 Complaint in the Safeway Action and/or Wa's or Reavis' letters and communications with the
18 LWDA based on any of the facts and/or allegations alleged in the First Amended Complaint in the
19 Safeway Action; and/or any and all claims, known or unknown, that could have been asserted in the
20 Safeway Action and/or Wa's or Reavis' letters and communications with the LWDA based on any
21 of the facts and/or allegations alleged in the First Amended Complaint in the Safeway Action. This
22 release includes any and all claims for PAGA civil penalties for failure to reimburse work related
23 expenses premised on: California Labor Code sections 2800, 2802, and 2804; and/or the California
24 IWC's Wage Orders. This release also includes any and all claims, known or unknown, for
25 attorneys' fees or costs related to any or all of the foregoing.

26 1.42. "Released Vons Class Claims" means any and all claims that were asserted in the
27 First Amended Complaint in the Vons Action; and/or any and all claims, known or unknown, that
28 could have been asserted in the Vons Action based on any of the facts and/or allegations alleged in

1 the First Amended Complaint in the Vons Action. This release includes any and all claims, known or
2 unknown, for failure to reimburse work related expenses pursuant to: California Labor Code sections
3 2800, 2802, and 2804; the California IWC's Wage Orders; and/or the California Business &
4 Professions Code. This release also includes any and all claims, known or unknown, for injunctive
5 relief or restitution for any or all of the foregoing; any penalties, including statutory and civil
6 penalties, related to any or all of the foregoing; attorneys' fees or costs related to any or all of the
7 foregoing; interest related to any or all of the foregoing; and/or any other damages or amounts
8 related to any or all of the foregoing.

9 1.43. "Released Vons PAGA Claims" means any and all claims for civil penalties under
10 California Labor Code section 2698 *et seq.* (PAGA) that were asserted in the First Amended
11 Complaint in the Vons Action and/or Bassett's or Cavazos' letters and communications with the
12 LWDA based on any of the facts and/or allegations alleged in the First Amended Complaint in the
13 Vons Action; and/or any and all claims, known or unknown, that could have been asserted in the
14 Vons Action and/or Bassett's or Cavazos' letters and communications with the LWDA based on any
15 of the facts and/or allegations alleged in the First Amended Complaint in the Vons Action. This
16 release includes any and all claims for PAGA civil penalties for failure to reimburse work related
17 expenses premised on: California Labor Code sections 2800, 2802, and 2804; and/or the California
18 IWC's Wage Orders. This release also includes any and all claims for attorneys' fees or costs related
19 to any or all of the foregoing.

20 1.44. "Request for Exclusion" means a Class Member's submission of a written request to
21 be excluded from the class portion of the Settlement signed by the Class Member.

22 1.45. "Response Deadline" means sixty (60) days after the Administrator mails the Class
23 Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class
24 Members may: (a) fax, email or mail Requests for Exclusion from the class portion of the
25 Settlement, or (b) fax, email or mail Objections to the Settlement. Class Members to whom Class
26 Notice is re-sent after having been returned as undeliverable to the Administrator shall have an
27 additional fourteen (14) calendar days beyond the Response Deadline.

28 1.46. "Safeway Aggrieved Employee(s)" means all individuals who are or were employed

by Safeway in a Safeway Class Position at any time during the Safeway PAGA Period.

1.47. “Safeway Class” means all individuals who are or were employed by Safeway in a Safeway Class Position at any time during the Safeway Class Period.

1.48. “Safeway Class Period” means the period from September 24, 2016, until and including July 23, 2024.

1.49. “Safeway Class Position(s)” means any of the following positions in a California Safeway retail store: Asst Mgr-First/Exempt RLT; Asst Mgr-First/Exempt; Relief Asst Mgr-First/Exempt; Relief Store Manager; Meat Manager - Pac-N-Sav NU; Produce Manager; Meat Manager; Deli Manager; Floral Manager; Clerk-Retail Inventory Control; Bakery Manager; GM/HBC Manager; Liquor Department Manager; Front End Manager – Retail; Third Person; Department Manager Starbucks; Seafood Manager; Fuel Station Dept Manager; Home Shopping Dept. Manager; RLT Management Trainee; Micro Fulfillment Center Mgr; Bakery Dept Manager; Produce Dept Manager; Deli Dept Manager; Liquor Dept Manager; and Meat Dept Manager.

1.50. “Safeway PAGA Period” means the period from January 22, 2020, until and including July 23, 2024.

1.51. “Safeway Released Parties” means Safeway Inc.; its former, present, or future parents, subsidiaries, predecessors, acquired companies/entities, successors, assigns, and affiliates; each of the foregoing’s former and present directors, officers, shareholders, owners, partners, members, attorneys, legal representatives, executives, employees, contractors, managing agents, agents, and insurers; and any entity alleged to be a joint employer with Safeway.

1.52. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.

1.53. “Vons Aggrieved Employee(s)” means all individuals who are or were employed by Vons in a Vons Class Position at any time during the Vons PAGA Period.

1.54. “Vons Class” means all individuals who are or were employed by Vons in a Vons Class Position at any time during the Vons Class Period.

1.55. “Vons Class Period” means the period from November 30, 2016 until and including July 23, 2024.

1.56. “Vons Class Position(s)” means any of the following positions in a California Vons retail store: Asst Mgr-First/Exempt; Store Director; Store Director IV; Relief Store Director; Store Director III; Store Director II; Store Director V; Asst Mgr-First/Exempt RLT; Store Director VI; Relief Store Director; Relief Store Manager; Relief Asst Mgr-First/Exempt; Produce Manager; Meat Manager; Service Operations Manager; Retail Sales Mgr - NON EXEMPT; Bakery Manager; Deli Manager LsThn Eq 5; Floral Manager; Clerk-Retail Inventory Control; Seafood Supervisor; Department Manager Starbucks; GM/HBC Manager; Liquor Department Manager; Home Shopping Dept Manager; Wall Deli Manager; Department Manager Starbucks; Supv Fuel Station Walk In; Supervisor Fuel Station-KIOSK; Liquor Department Manager Food; Front End Manager – Retail; Supervisor Fuel Station C; Third Person; RLT Management Trainee; and Seafood Manager.

1.57. “Vons PAGA Period” means the period from July 26, 2020 until and including July 23, 2024.

1.58. “Vons Released Parties” means The Vons Companies, Inc.; its former, present, or future parents, subsidiaries, predecessors, acquired companies/entities, successors, assigns, and affiliates; each of the foregoing’s former and present directors, officers, shareholders, owners, partners, members, attorneys, legal representatives, executives, employees, contractors, managing agents, agents, and insurers; and any entity alleged to be a joint employer with Vons.

2. MONETARY TERMS.

2.1 Gross Settlement Amount. Defendants promise to pay Two Million Eight Hundred Thousand Dollars and Zero Cents (\$2,800,000.00), and no more, as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 3.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

2.2 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 Final Approval and/or Final Judgment:

1 2.2.1 To Plaintiffs: Class Representative Service Payments to the Class

2 Representatives of not more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00) each (in
3 addition to any Individual Class Payment and any Individual PAGA Payment the Class
4 Representatives are entitled to receive as Participating Class Members). Defendants will not oppose
5 Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. If the
6 Court approves any Class Representative Service Payment less than the amount requested, the
7 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay
8 the Class Representative Service Payments using one or more IRS 1099 Forms. Plaintiffs assume
9 full responsibility and liability for taxes owed on the Class Representative Service Payments.

10 2.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third

11 ($\frac{1}{3}$) of the Gross Settlement Amount, which is currently estimated to be Nine Hundred Thirty-Three
12 Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$933,333.33), and a
13 Class Counsel Litigation Expenses Payment of not more than Ninety-Five Thousand Dollars and
14 Zero Cents (\$95,000.00). Defendants will not oppose requests for these payments provided that they
15 do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class
16 Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will
17 allocate the remainder to the Net Settlement Amount. Neither the Safeway Released Parties nor the
18 Vons Released Parties shall have any liability to Class Counsel or any other Plaintiffs' Counsel for
19 any attorneys' fees or costs arising from any claim released in this Settlement beyond the Class
20 Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
21 pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS
22 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
23 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, holds the Safeway
24 Released Parties and Vons Released Parties harmless, and indemnifies the Safeway Released Parties
25 and Vons Released Parties from any dispute or controversy regarding any division, sharing, or tax
26 treatment of any of these payments.

27 2.2.3 To the Administrator: An Administrator Expenses Payment not to exceed

28 Fifty-Five Thousand Dollars and Zero Cents (\$55,000.00) except for a showing of good cause and as

1 approved by the Court. To the extent the Administrator's actual expenses are less or the Court
2 approves payment less than \$55,000.00, the Administrator will retain the remainder of the
3 Administrator Expenses Payment in the Net Settlement Amount.

4 2.2.4 To Each Participating Class Member: The Net Settlement Amount shall be
5 allocated as follows: (i) Full-Time Workweeks shall be given two (2) settlement points; and (ii) Part-
6 Time Workweeks shall be given one (1) settlement point. Provided, however, that if a Class Member
7 has no Full-Time Workweeks or Part-Time Workweeks, the Class Member shall receive one (1)
8 settlement point. The total number of settlement points for all Full-Time Workweeks, Part-Time
9 Workweeks, and settlement points given to Class Members with no Full-Time Workweeks or Part-
10 Time Workweeks will be added together and the Net Settlement Amount shall be divided by that
11 total to reach a dollar value per point. The resulting point value will then be multiplied by each Class
12 Member's number of settlement points to determine his or her Individual Class Payment. The entire
13 Net Settlement Amount will be disbursed to Class Members who do not submit timely and valid
14 Requests for Exclusion. If there are timely and valid Requests for Exclusion, the Administrator shall
15 proportionately increase the Individual Class Payment for each Participating Class Member
16 according to the number of settlement points they have so that the entire amount of the Net
17 Settlement Amount is actually disbursed to Participating Class Members.

18 2.2.5 Tax Allocation of Individual Class Payments. 100% of each Participating
19 Class Member's Individual Class Payment will be allocated to settlement of claims for expense
20 reimbursements, interest, penalties, and other non-wage amounts. Therefore, the Individual Class
21 Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms.
22 Participating Class Members assume full responsibility and liability for any employee taxes owed on
23 their Individual Class Payment.

24 2.2.6 Effect of Non-Participating Class Members on Calculation of Individual Class
25 Payments. Non-Participating Class Members will not receive any Individual Class Payments. The
26 Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement
27 Amount for distribution to Participating Class Members as described in Paragraph 2.2.4.

28 2.2.7 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of

One Hundred Thousand Dollar and Zero Cents (\$100,000.00) to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (\$75,000.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (\$25,000.00) allocated to the Individual PAGA Payments.

2.2.7.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share (\$25,000.00) of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the Safeway PAGA Period and/or Vons 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 Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

2.2.7.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder of the PAGA Penalties to the Net Settlement Amount.

3. SETTLEMENT FUNDING AND PAYMENTS.

3.1. Class Data. Not later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. The Administrator shall not disclose the information except as required to notify Class Members of their estimated Individual Class Payments, to notify Aggrieved Employees of their Individual PAGA Payments, to notify counsel for the Parties if necessary to resolve any issues or disputes related to the Class Data, and for tax reporting. To protect the personal and sensitive information of Class Members, the Administrator will use all commercially reasonable efforts to secure the Class Data at all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as permitted by this Agreement, and will destroy the Class Data (including all physical and digital copies) in a complete and secure manner when the Class Data are no longer required for administration of the Settlement. The Parties

1 and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise
2 resolve any issues related to the Class Data.

3 3.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
4 Settlement Amount by transmitting the funds to the Administrator no later than the Funding Date
5 (defined in Paragraph 1.22 of this Agreement).

6 3.3. Payments from the Gross Settlement Amount. Within twenty-one (21) days after the
7 Funding Date, the Administrator shall mail checks for all Individual Class Payments, all Individual
8 PAGA Payments, the LWDA PAGA Payment, the Administrator Expenses Payment, the Class
9 Counsel Fees Payment (may be disbursed via wire transfer or other means agreed upon between
10 Class Counsel and the Administrator), the Class Counsel Litigation Expenses Payment (may be
11 disbursed via wire transfer or other means agreed upon between Class Counsel and the
12 Administrator), and the Class Representative Service Payments.

13 3.3.1 The Administrator shall issue checks for the Individual Class Payments and/or
14 Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage
15 prepaid. The face of each check shall prominently state the date (180 days after the date of mailing)
16 when the check will be voided. The Administrator will cancel all checks not cashed by the void date.
17 The Administrator shall send checks for Individual Class Payments to all Participating Class
18 Members (including those for whom Class Notice was returned undelivered). The Administrator
19 shall send checks for Individual PAGA Payments to all Aggrieved Employees including Non-
20 Participating Class Members who qualify as Aggrieved Employees (including those for whom Class
21 Notice was returned undelivered). The Administrator may send Participating Class Members a single
22 check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing
23 any checks, the Administrator shall update the recipients' mailing addresses using the National
24 Change of Address Database.

25 3.3.2 The Administrator shall conduct a Class Member Address Search for all other
26 Class Members whose checks are returned undelivered without a United States Postal Service
27 ("USPS") forwarding address. Within seven (7) days of receiving a returned check the Administrator
28 must re-mail checks to the USPS forwarding address provided or to an address ascertained through

1 the Class Member Address Search. The Administrator need not take further steps to deliver checks
2 to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall
3 promptly send a replacement check to any Class Member whose original check was lost or
4 misplaced, if requested by the Class Member prior to the void date.

5 3.3.3 For any Class Member whose Individual Class Payment check or Individual
6 PAGA Payment check is uncashed and cancelled after the void date, the funds represented by such
7 checks shall, subject to Court approval, be distributed *cy pres* as follows: fifty percent (50%) to the
8 Food Finders Food Bank (<https://www.food-finders.org>) and fifty percent (50%) to the Alameda
9 County Community Food Bank (<https://www.accfb.org/>). In the event of such a distribution, the
10 Administrator will cancel the tax documents associated with those uncashed checks, and the Parties
11 will submit to the Court a revised Judgment that states the final disposition of all amounts under this
12 Settlement, including that amount of all uncashed checks and any accrued interest, in compliance
13 with California Code of Civil Procedure § 384. The Administrator shall not transmit any funds to
14 the *cy pres* recipients until the Parties have provided the Administrator a revised Judgment
15 approving the final distribution of all Settlement funds, including the aggregate amount of unclaimed
16 funds and accrued interest, if any, to be transmitted to the *cy pres* recipients. Any revised Judgment
17 shall require that all unclaimed funds and any accrued interest shall be distributed to the *cy pres*
18 recipients so that no additional funds from this Settlement remain in the custody of the
19 Administrator. In such event, any Class Member whose Individual Class Payment check or
20 Individual PAGA Payment check is uncashed and cancelled after the void date will be deemed to
21 have irrevocably waived any right in or claim to receive an Individual Class Payment or an
22 Individual PAGA Payment. Participating Class Members who fail to negotiate their check(s) in a
23 timely fashion shall, like all Class Members who did not validly opt out of the Settlement, remain
24 subject to the terms of the Settlement and the Final Judgment, including but not limited to the
25 releases contained therein. The Parties agree that, under this distribution and check cashing
26 procedure, no portion of the Gross Settlement Amount shall revert to Defendants or result in an
27 unpaid residue.

28 3.3.4 The payment of Individual Class Payments and Individual PAGA Payments

1 shall not obligate Defendants to confer any additional benefits or make any additional payments to
2 Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

3 **4. RELEASES OF CLAIMS.**

4 Effective on the Funding Date, Plaintiffs, Class Members, Aggrieved Employees, and Class
5 Counsel will release claims against all the Safeway Released Parties and/or the Vons Released
6 Parties as follows:

7 4.1. Plaintiffs Wa and Reavis' General Release. Plaintiffs Wa and Reavis and their
8 respective former and present spouses, representatives, agents, attorneys, heirs, administrators,
9 successors and assigns, shall release the Safeway Released Parties from the Released Safeway Class
10 Claims and the Released Safeway PAGA Claims and, in addition, shall make the following general
11 release in favor of the Safeway Released Parties:

12 4.1.1. Plaintiffs Wa and Reavis and their respective former and present spouses,
13 representatives, agents, attorneys, heirs, administrators, successors and assigns hereby
14 unconditionally waive and forever release the Safeway Released Parties from any and all demands,
15 damages, debts, liabilities, actions, causes of action and claims of every kind and nature whatsoever,
16 whether now known or unknown, suspected or unsuspected, contingent or non-contingent, whether or
17 not concealed or hidden, arising or accruing at any time prior to and/or on the Funding Date, which
18 now exist, or heretofore have existed, upon any theory of law or equity, including, without limitation,
19 all claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Age
20 Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964; provided, however,
21 that Plaintiffs Wa and Reavis do not release any claim for breach of the terms of this Agreement.
22 Plaintiffs Wa and Reavis are deemed by operation of the order granting Final Approval to have
23 agreed not to sue or otherwise make a claim against any of the Safeway Released Parties for any
24 released claim.

25 4.1.2. Plaintiffs Wa and Reavis acknowledge that they have had the opportunity to
26 review, and have reviewed, California Civil Code section 1542, which provides:

27
28 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.

Being fully informed of this provision of the Civil Code and understanding its provisions, Plaintiffs Wa and Reavis agree to waive any rights under that section (or any statute or common law principle of similar effect), and acknowledge that the Agreement and the release contained herein extends to all claims that they have or might have against the Safeway Released Parties, including those which are presently unknown to them.

4.1.3. Plaintiffs Wa and Reavis' Release of Age Discrimination in Employment Act

Claims. Plaintiffs Wa and Reavis understand and acknowledge that:

- a. They are voluntarily waiving any and all rights and claims they have against the Safeway Released Parties arising pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 623, et seq. ("ADEA") as of the date they sign the Agreement;
- b. They are waiving these substantive rights or claims pursuant to the Agreement in exchange for consideration, the value of which exceeds the payment or remuneration to which they were already entitled;
- c. They have been and are hereby advised in writing to consult with an attorney of their choosing concerning the Agreement prior to executing it. They further acknowledge that they have had the opportunity to seek such advice and that their execution of the Agreement is voluntary and without coercion;
- d. They have been given at least twenty-one (21) days to consider the terms of the Agreement, and in the event they decide to sign the Agreement in fewer than twenty-one (21) days, they have done so with the express understanding that they had been given and declined the opportunity to consider it for a full twenty-one (21) days;
- e. They may revoke their waiver of claims arising pursuant to the ADEA at any

time during the seven (7) days following the date they sign the Agreement. Plaintiffs Wa and Reavis understand and agree that should either or both of them revoke their waiver of claims arising pursuant to the ADEA at any time during the seven (7) days following the date they sign the Agreement, whoever revokes will receive ten percent (10%) of his or her Court-approved Class Representative Service Payment and such amount will be the consideration for the general release of all his or her rights and claims addressed in the Agreement except any claims he or she may have pursuant to the ADEA. Plaintiffs Wa and Reavis further understand and agree that should they not revoke their waiver of claims arising pursuant to the ADEA during the seven (7) days following the date they sign the Agreement, they will receive one hundred percent (100%) of their Class Representative Service Payment and such amount will be consideration for the general release of all rights and claims addressed in the Agreement, including any claims they may have pursuant to the ADEA;

f. Any revocation must be in writing and delivered by hand or certified mail to Joan B. Tucker Fife, Winston & Strawn LLP, 101 California Street, 35th Floor, San Francisco, California 94111; and

g. Any changes to the Agreement, whether material or immaterial, do not restart the twenty-one-day (21-day) consideration period.

4.2 Plaintiffs Bassett and Cavazos' General Release. Plaintiffs Bassett and Cavazos and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns, shall release the Vons Released Parties from the Released Vons Class Claims and the Released Vons PAGA Claims and, in addition, shall make the following general release in favor of the Vons Released Parties:

4.2.1. Plaintiffs Bassett and Cavazos and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns hereby unconditionally waive and forever release the Vons Released Parties from any and all demands, damages, debts, liabilities, actions, causes of action and claims of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, arising or accruing at any time prior to and/or on the Funding Date,

which now exist, or heretofore have existed, upon any theory of law or equity, including, without limitation, all claims under the Fair Employment and Housing Act, Americans with Disabilities Act, Age Discrimination in Employment Act, and Title VII of the Civil Rights Act of 1964; provided, however, that Plaintiffs Bassett and Cavazos do not release any claim for breach of the terms of this Agreement. Plaintiffs Bassett and Cavazos are deemed by operation of the order granting Final Approval to have agreed not to sue or otherwise make a claim against any of the Vons Released Parties for any released claim.

4.2.2. Plaintiffs Bassett and Cavazos acknowledge that they have had the opportunity to review, and have reviewed, California Civil Code section 1542, which provides:

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.

Being fully informed of this provision of the Civil Code and understanding its provisions, Plaintiffs Bassett and Cavazos agree to waive any rights under that section (or any statute or common law principle of similar effect), and acknowledge that the Agreement and the release contained herein extends to all claims that they have or might have against the Vons Released Parties, including those which are presently unknown to them.

4.2.3. Plaintiffs Bassett and Cavazos' Release of Age Discrimination in Employment Act Claims. Plaintiffs Bassett and Cavazos understand and acknowledge that:

a. They are voluntarily waiving any and all rights and claims they have against the Vons Released Parties arising pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 623, et seq. ("ADEA") as of the date they sign the Agreement;

b. They are waiving these substantive rights or claims pursuant to the Agreement

in exchange for consideration, the value of which exceeds the payment or remuneration to which they were already entitled;

c. They have been and are hereby advised in writing to consult with an attorney of their choosing concerning the Agreement prior to executing it. They further acknowledge that they have had the opportunity to seek such advice and that their execution of the Agreement is voluntary and without coercion;

d. They have been given at least twenty-one (21) days to consider the terms of the Agreement, and in the event they decide to sign the Agreement in fewer than twenty-one (21) days, they have done so with the express understanding that they had been given and declined the opportunity to consider it for a full twenty-one (21) days;

e. They may revoke their waiver of claims arising pursuant to the ADEA at any time during the seven (7) days following the date they sign the Agreement. Plaintiffs Bassett and Cavazos understand and agree that should either or both of them revoke their waiver of claims arising pursuant to the ADEA at any time during the seven (7) days following the date they sign the Agreement, whoever revokes will receive ten percent (10%) of his or her Court-approved Class Representative Service Payment and such amount will be the consideration for the general release of all his or her rights and claims addressed in the Agreement except any claims he or she may have pursuant to the ADEA. Plaintiffs Bassett and Cavazos further understand and agree that should they not revoke their waiver of claims arising pursuant to the ADEA during the seven (7) days following the date they sign the Agreement, they will receive one hundred percent (100%) of their Class Representative Service Payment and such amount will be consideration for the general release of all rights and claims addressed in the Agreement, including any claims they may have pursuant to the ADEA;

f. Any revocation must be in writing and delivered by hand or certified mail to Joan B. Tucker Fife, Winston & Strawn LLP, 101 California Street, 35th Floor, San Francisco, California 94111; and

g. Any changes to the Agreement, whether material or immaterial, do not restart the twenty-one-day (21-day) consideration period.

1 4.3 Release of Claims By Participating Class Members: Upon the Funding Date, and
2 except as to such rights or claims as may be created by the Agreement: (i) each and every
3 Participating Class Member who is a member of the Safeway Class, on behalf of themselves and
4 their heirs and assigns, shall release the Safeway Released Parties from the Released Safeway Class
5 Claims. The release shall include the Released Safeway Class Claims through September 1, 2024;
6 and (ii) each and every Participating Class Member who is a member of the Vons Class, on behalf of
7 themselves and their heirs and assigns, shall release the Vons Released Parties from the Released
8 Vons Class Claims. The release shall include the Released Vons Class Claims through September 1,
9 2024.

10 4.3.1 Upon the Funding Date, any Class Member who does not affirmatively opt-
11 out of the Agreement by submitting a timely and valid Request for Exclusion, consistent with the
12 terms of the Agreement, shall be bound by all of its terms, including those pertaining to the Released
13 Safeway Class Claims and/or Released Vons Class Claims (as applicable) as well as the judgment
14 entered by the Court after it grants Final Approval of the Settlement.

15 4.4 Release of Claims By Aggrieved Employees: Upon the Funding Date, and except as
16 to such rights or claims as may be created by the Agreement: (i) each and every Safeway Aggrieved
17 Employee, on behalf of themselves and their heirs and assigns, shall release the Safeway Released
18 Parties from the Released Safeway PAGA Claims. The release shall include the Released Safeway
19 PAGA Claims through September 1, 2024; and (ii) each and every Vons Aggrieved Employee, on
20 behalf of themselves and their heirs and assigns, shall release the Vons Released Parties from the
21 Released Vons PAGA Claims. The release shall include the Released Vons PAGA Claims through
22 September 1, 2024.

23 4.4.1 No Aggrieved Employee may opt out of or be excluded from participating in
24 the settlement of the Released Safeway PAGA Claims and/or the Released Vons PAGA Claims (as
25 applicable). All Aggrieved Employees shall be bound by the judgment entered herein and will have
26 released the Released Safeway PAGA Claims and/or the Released Vons PAGA Claims (as
27 applicable) upon the Funding Date. If the Court grants Final Approval of the Settlement, the
28 occurrence of the Funding Date shall forever bar Plaintiffs, the LWDA, and any other representative,

1 proxy, or agent thereof, including, but not limited to, any and all Aggrieved Employees, from
2 pursuing any action pursuant to PAGA against either the Safeway Released Parties for the Released
3 Safeway PAGA Claims or the Vons Released Parties for the Released Vons PAGA Claims.

4 4.5 Release by Class Counsel. Upon the Funding Date, Class Counsel releases on behalf
5 of their present and former attorneys, employees, agents, successors and assigns the Safeway
6 Released Parties and the Vons Released Parties from all claims for the Class Counsel Fees Payment
7 and the Class Counsel Litigation Expenses Payment.

8 **5. MOTION FOR PRELIMINARY APPROVAL.**

9 Class Counsel shall prepare and file a motion for preliminary approval (“Motion for
10 Preliminary Approval”).

11 5.1 Plaintiffs’ Responsibilities. At least seven (7) days before the applicable filing
12 deadline, Plaintiffs will prepare and deliver to Defense Counsel for its review and input all
13 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
14 memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the
15 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code
16 section 2699, subdivision (l)(2); (ii) a draft proposed Order Granting Preliminary Approval and
17 Approval of PAGA Settlement; and (iii) supporting declarations of Class Counsel, the Class
18 Representatives, and the Administrator.

19 5.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
20 responsible for expeditiously finalizing the Motion for Preliminary Approval as soon as practicable
21 after the full execution of this Agreement; Class Counsel is responsible for expeditiously filing the
22 Motion for Preliminary Approval as soon as practicable after the full execution of this Agreement;
23 obtaining a prompt hearing date for the Motion for Preliminary Approval; and, jointly with Defense
24 Counsel, for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class
25 Counsel is responsible for delivering the Court’s order granting Preliminary Approval to the
26 Administrator.

27 5.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
28 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense

Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6. SETTLEMENT ADMINISTRATION.

6.1 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 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administrator Expenses Payment. 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.

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

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

6.4 Notice to Class Members.

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

6.4.2 Using best efforts to perform as soon as possible, and in no event later than twenty-one (21) days after receiving the Class Data, the Administrator will send to all Class Members and Aggrieved Employees identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A for the Safeway

Class/Safeway Aggrieved Employees and Exhibit B for the Vons Class/Vons Aggrieved Employees. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Full-Time Workweeks, Part-Time Workweeks, and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

6.4.4 The deadlines for Class Members' written objections, challenges to the number of Full-Time and/or Part-Time Workweeks and/or PAGA Pay Periods attributed to a Class Member and/or Aggrieved Employee on the Class Notice, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the original Response Deadline otherwise provided in the Class Notice for all Class Members and/or Aggrieved Employees whose notice is re-mailed. The Administrator will inform the Class Member and/or Aggrieved Employee of the extended deadline with the re-mailed Class Notice.

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

1 6.5 Requests for Exclusion (Opt-Outs).

2 6.5.1 Class Members who wish to exclude themselves from (opt out of) the
3 Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
4 Exclusion no later than the Response Deadline (plus an additional 14 days for Class Members whose
5 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their
6 representative that reasonably communicates the Class Member's election to be excluded from the
7 Settlement and includes the Class Member's Social Security Number, name, address, and email
8 address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or
9 postmarked by the Response Deadline.

10 6.5.2 The Administrator may not reject a Request for Exclusion as invalid because
11 it fails to contain all the information specified in the Class Notice. The Administrator shall accept
12 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
13 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
14 determination shall be final and not appealable or otherwise susceptible to challenge. If the
15 Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator
16 may demand additional proof of the Class Member's identity. The Administrator's determination of
17 authenticity shall be final and not appealable or otherwise susceptible to challenge.

18 6.5.3 Every Class Member who does not submit a timely and valid Request for
19 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
20 benefits and bound by all terms and conditions of the Settlement, including the releases under
21 Paragraphs 4.1 to 4.4 of this Agreement, regardless of whether the Participating Class Member
22 actually receives the Class Notice or objects to the Settlement.

23 6.5.4 Every Class Member who submits a valid and timely Request for Exclusion is
24 a Non-Participating Class Member and shall not receive an Individual Class Payment or have the
25 right to object to the Settlement. Non-Participating Class Members who are Safeway Aggrieved
26 Employees and/or Vons Aggrieved Employees are deemed to release the Released Safeway PAGA
27 Claims and/or the Released Vons PAGA Claims (as applicable) and will receive an Individual
28 PAGA Payment.

6.5.5 Challenges to Calculation of Full-Time and/or Part-Time Workweeks. Each

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

6.6 Objections to Settlement.

6.6.1 Only Participating Class Members may object to the fairness of the class action components of the Settlement and/or this Agreement.

6.6.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed) and should include any supporting documentation. Any written objection must set forth (i) the objecting person's full name, address, and telephone number; (ii) the words "Notice of Objection" or "Formal Objection"; (iii), in clear and concise terms, the legal and factual arguments supporting the objection; (iv) list identifying witness(es) the objector may call to

testify at the Final Approval Hearing; and (v) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing.

6.6.3 Non-Participating Class Members have no right to object to the Settlement.

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

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

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

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

6.7.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the

authority to address and make final decisions consistent with the terms of this Agreement on all Class Member and/or Aggrieved Employee challenges over the calculation of Full-Time Workweeks, Part-Time Workweeks, and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

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

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

7. DEFENDANTS' RIGHT TO WITHDRAW.

If the number of timely and valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total number of all Full-Time Workweeks and Part-Time Workweeks, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided,

however, Defendants will remain responsible for paying all Settlement administration expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

8. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel for review and input not later than seven (7) days prior to filing the Motion for Final Approval. Defense Counsel will expeditiously provide to Class Counsel any proposed changes to the motion, and the Parties agree to meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

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

8.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement under section 664.6 of

the Code of Civil Procedure and Rule 3.769 of the California Rules of Court for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

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

9. AMENDED JUDGMENT.

If any amended judgment is required, the Parties will work together in good faith to jointly submit a proposed amended judgment.

10. ADDITIONAL PROVISIONS.

10.1 Consolidation of the Actions for Settlement Purposes Only. In connection with the

1 Settlement, the Parties shall jointly file a motion to consolidate the Actions in the Safeway Action
2 for settlement purposes only. The sole purpose of the consolidation is to have the Motion for
3 Preliminary Approval and Motion for Final Approval heard and decided by the Court in the Safeway
4 Action. If the Settlement does not obtain Preliminary and Final Approval and entry of Final
5 Judgment, the Parties will move to withdraw the consolidation and the consolidation will be void *ab*
6 *initio*.

7 10.2 No Admission of Liability, Class Certification or Representative Manageability for
8 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
9 Nothing in this Agreement is intended or should be construed as an admission by Defendants that
10 any of the allegations in any complaint in the Actions have merit or that Defendants have any
11 liability for any claims asserted. The Parties agree that class certification and representative
12 treatment is for purposes of this Settlement only and stipulate to class certification only for purposes
13 of the Settlement. Plaintiffs shall apply to the Court for approval of the Settlement Agreement and
14 for class certification solely for purposes of effectuating the Settlement. Defendants shall not oppose
15 this application. If, for any reason, the Settlement is not approved, the stipulation to certification will
16 be void. The Parties further agree that certification for purposes of the Settlement is not an admission
17 that class certification is proper under the standard applied to contested certification motions and that
18 the Settlement will not be admissible in this, or any other, legal process as evidence that (i) a class
19 should be certified, (ii) representative treatment is appropriate, or (iii) Defendants are liable to
20 Plaintiffs or any of the Class Members and/or Aggrieved Employees. If, for any reason the Court
21 does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the
22 right to contest certification of any class for any reason, and Defendants reserve all available
23 defenses to the claims in the Actions. The Settlement, this Agreement, and Parties' willingness to
24 settle the Action will have no bearing on, and will not be admissible in connection with, any
25 litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

26 10.3 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants,
27 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
28 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit

another person to disclose, disseminate and/or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency; or (6) to file a general notice of settlement that does not contain any specific terms of this Agreement. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

10.4 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 May 23, 2024 to May 23, 2025, and that said period of time shall not be included in the computation of the five-year period specified in the 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 Settlement, the Effective Date fails to occur, or this Agreement becomes void for any reason whatsoever, including but not limited to pursuant to Paragraph 7 or Paragraph 8.5 of this Agreement.

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

Class Members.

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

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

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

10.9 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 any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.10 No Tax Advice. None of Plaintiffs, Class Counsel, Defendants, or Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

1 10.12 Agreement Binding on Successors. This Agreement will be binding upon, and inure
2 to the benefit of, the successors of each of the Parties.

3 10.13 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
4 governed by and interpreted according to the internal laws of the State of California, without regard
5 to conflict of law principles.

6 10.14 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
7 of this Agreement. This Agreement will not be construed against any Party on the basis that the
8 Party was the drafter or participated in the drafting.

9 10.15 Confidentiality. To the extent permitted by law, all agreements made and orders
10 entered during the Actions and in this Agreement relating to the confidentiality of information shall
11 survive the execution of this Agreement.

12 10.16 Use and Return of Class Data. Information provided to Class Counsel pursuant to
13 California Evidence Code sections 1119 and 1152, and all copies and summaries of the Class Data
14 provided to Class Counsel by Defendants in connection with the mediation, other settlement
15 negotiations, or in connection with the Settlement, may be used only with respect to this Settlement,
16 and no other purpose, and may not be used in any way that violates any existing contractual
17 agreements, statutes, or rules of court. Not later than ninety (90) days after the date when the Court
18 discharges the Administrator's obligation to provide a declaration confirming the final pay out of all
19 Settlement funds, Plaintiffs and Class Counsel shall upon Defense Counsel's request, providing at
20 sixty (60) days' notice, destroy all paper and electronic versions of Class Data received from
21 Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make
22 a written request to Class Counsel for the return, rather than the destruction, of Class Data.

23 10.17 Headings. The descriptive heading of any section or paragraph of this Agreement is
24 inserted for convenience of reference only and does not constitute a part of this Agreement.

25 10.18 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
26 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
27 weekend or California state legal holiday, such date or deadline shall be on the first business day
28 thereafter.

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

To Plaintiffs' Counsel:

MATERN LAW GROUP, PC
Matthew J. Matern
Mikael H. Stahle
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
mmatern@maternlawgroup.com
mstahle@maternlawgroup.com

To Defendants' Counsel:

WINSTON & STRAWN LLP
Joan B. Tucker Fife
101 California Street, 35th Floor
San Francisco, CA 94111
jfife@winston.com

WINSTON & STRAWN LLP
Tristan R. Kirk
333 S. Grand Avenue, 38th Floor
Los Angeles, CA 90071
tkirk@winston.com

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

10.21 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the Parties shall refrain from any and all litigation activity (discovery, contested law and motion, etc.), except to effectuate the terms of this Agreement.

10.22 Participating Class Member and Aggrieved Employee Signatories. It is agreed that

1 because the Participating Class Members and Aggrieved Employees are numerous, it is impossible
2 or impractical to have each Participating Class Member and Aggrieved Employee execute this
3 Agreement. The Class Notice will advise all Class Members and Aggrieved Employees of the
4 binding nature of the release and, upon Final Approval, such shall have the same force and effect as
5 if this Agreement were executed by each Participating Class Member and Aggrieved Employee.

6 10.23 Terms of Agreement Subject to Court Approval. All terms set forth in the Agreement
7 are subject to Court approval.

8 10.24 Plaintiffs' Waiver of Right to be Excluded. Plaintiffs agree that by signing this
9 Agreement, they are bound by the terms herein stated and further agree not to request to be excluded
10 from the Safeway Class or Vons Class (as applicable) or Settlement.

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12 **SIGNATURES ON THE FOLLOWING PAGE**
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Dated: January 8, 2025

Ben Wa
Ben Wa (Jan 8, 2025 22:02 PST)
Plaintiff Ben Wa

Dated: _____, 2025

Plaintiff Anita Reavis

Dated: _____, 2025

Plaintiff Paula Bassett

Dated: _____, 2025

Plaintiff Jonathan Cavazos

Dated: _____, 2025

Safeway Inc.

By:
Its:

Dated: _____, 2025

The Vons Companies, Inc.

By:
Its:

APPROVED AS TO FORM:

Dated: February 11, 2025

MATERN LAW GROUP, PC

Mikael H. Stahle
By: Matthew J. Matern
Mikael H. Stahle
Attorneys for Plaintiffs

Dated: _____, 2025

WINSTON & STRAWN LLP

By: Joan B. Tucker Fife
Tristan R. Kirk
Attorneys for Defendants

1 Dated: _____, 2025

Plaintiff Ben Wa

2
3 Dated: January 12, 2025


Anita Reavis (Jan 12, 2025 14:13 PST)

Plaintiff Anita Reavis

4
5 Dated: _____, 2025

Plaintiff Paula Bassett

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8 Dated: _____, 2025

Plaintiff Jonathan Cavazos

9
10
11 Dated: _____, 2025

Safeway Inc.

12
13 By: _____
14 Its: _____

15 Dated: _____, 2025

The Vons Companies, Inc.

16
17
18 By: _____
19 Its: _____

20 APPROVED AS TO FORM:

21 Dated: _____, 2025

MATERN LAW GROUP, PC

22
23 By: Matthew J. Matern
Mikael H. Stahle
Attorneys for Plaintiffs

24
25 Dated: _____, 2025

WINSTON & STRAWN LLP

26
27 By: Joan B. Tucker Fife
Tristan R. Kirk
Attorneys for Defendants

1 Dated: _____, 2025

Plaintiff Ben Wa

3 Dated: _____, 2025

Plaintiff Anita Reavis

5 Dated January 7, 2025

Paula Bassett
Paula Bassett (Jan 7, 2025 10:27 PST)
Plaintiff Paula Bassett

8 Dated: _____, 2025

Plaintiff Jonathan Cavazos

11 Dated: _____, 2025

Safeway Inc.

By:
Its:

15 Dated: _____, 2025

The Vons Companies, Inc.

By:
Its:

19 APPROVED AS TO FORM:

21 Dated: _____, 2025

MATERN LAW GROUP, PC

By: Matthew J. Matern
Mikael H. Stahle
Attorneys for Plaintiffs

25 Dated: _____, 2025

WINSTON & STRAWN LLP

By: Joan B. Tucker Fife
Tristan R. Kirk
Attorneys for Defendants

1 Dated: _____, 2025

Plaintiff Ben Wa

2
3 Dated: _____, 2025

Plaintiff Anita Reavis

4
5 Dated: _____, 2025

Plaintiff Paula Bassett

6
7
8 Dated: February 8, 2025


Jonathan Cavazos (Feb 8, 2025 03:27 PST)

Plaintiff Jonathan Cavazos

9
10
11 Dated: _____, 2025

Safeway Inc.

By:
Its:

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15 Dated: _____, 2025

The Vons Companies, Inc.

By:
Its:

16
17
18
19 APPROVED AS TO FORM:

20
21 Dated: _____, 2025

MATERN LAW GROUP, PC

By: Matthew J. Matern
Mikael H. Stahle
Attorneys for Plaintiffs

22
23
24
25 Dated: _____, 2025

WINSTON & STRAWN LLP

By: Joan B. Tucker Fife
Tristan R. Kirk
Attorneys for Defendants

Dated: _____, 2024

Plaintiff Ben Wa

Dated: _____, 2024

Plaintiff Anita Reavis

Dated: _____, 2024

Plaintiff Paula Bassett

Dated: _____, 2024

Plaintiff Jonathan Cavazos

Dated: January 6, 2025

Safeway Inc.

Sarrie Devore

By: Sarrie Devore

Its: VP Employment Law

Dated: January 6, 2025

The Vons Companies, Inc.

Sarrie Devore

By: Sarrie Devore

Its: VP Employment Law

APPROVED AS TO FORM:

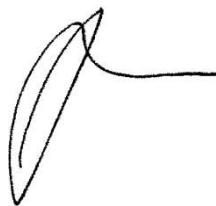
Dated: _____, 2024

MATERN LAW GROUP, PC

By: Matthew J. Matern
Mikael H. Stahle
Attorneys for Plaintiffs

1 Dated: December 30, 2024

WINSTON & STRAWN LLP

2
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6 By:

Joan B. Tucker Fife
Tristan R. Kirk
Attorneys for Defendants

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Ben Wa and Anita Reavis v. Safeway Inc.

(Alameda County Superior Court, Case No. RG20075295)

The Alameda County Superior Court authorized this Notice. Read it carefully!

This is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from the proposed Settlement of an employee class and California Private Attorneys General Act (“PAGA”) action lawsuit for alleged violations of the California Labor Code (the “Action”) filed against Safeway Inc. (“Safeway” or “Defendant”).¹

The Action was filed by Ben Wa and Anita Reavis (“Plaintiffs” or “Class Representatives”) and asserts the following claims: (1) unpaid expense reimbursements, statutory damages and penalties, interest and attorneys’ fees on behalf of the Safeway Class (as defined below in **Section 1**); (2) unfair competition in violation of the California Business & Profession Code § 17200, *et seq.* on behalf of the Safeway Class; and (3) penalties under PAGA on behalf of all Safeway Aggrieved Employees (as defined below in **Section 1**). Plaintiffs and Defendant shall be collectively referred to as the “Parties.”

This notice is being sent to all members of the Safeway Class, as determined by Safeway’s records. The fact that you are receiving this notice means that you are a member of the Safeway Class pursuant to the proposed Settlement. You may also be a Safeway Aggrieved Employee, depending on when you worked for Safeway in California (see chart below).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to members of the Safeway Class, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Safeway Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). Based on Defendant’s records, and the Parties’ current assumptions, your estimated Individual Class Payment and Individual PAGA Payment are shown in the charts below, along with the applicable data points from which these estimates are derived.

[**CLASS MEMBER NAME**] [**ID/CONTROL NUMBER**]

<i>Estimated Calculations and Data Points for Estimated Payments</i>			
Estimated Full-Time Workweeks as a member of the Safeway Class during the Safeway Class Period	INSERT	<i>Estimated Individual Class Payment Based on Full-Time Workweeks</i>	\$INSERT
Estimated Part-Time Workweeks as a member of the Safeway Class during the Safeway Class Period	INSERT	<i>Estimated Individual Class Payment Based on Part-Time Workweeks</i>	\$INSERT
Estimated PAGA Pay Periods as a Safeway Aggrieved Employee during Safeway PAGA Period	INSERT	<i>Estimated Individual PAGA Payment</i>	\$INSERT

A few important things to note about this chart:

¹ As explained in the Settlement Agreement, the proposed Settlement also includes the case entitled *Paula Bassett and Jonathan Cavazos, et al. v. The Vons Companies, Inc., et al.*, Case No. RG20082630, which is also pending in Alameda County Superior Court (the “Vons Action”). The plaintiffs in both cases are represented by the same counsel and the defendants in both cases are represented by the same counsel. Thus, for efficiency purposes, the Parties agreed to mediate the cases at the same time with a respected wage and hour mediator, the Honorable Angela M. Bradstreet (Ret.). As part of the resolution agreed to at mediation, the Parties agreed to consolidate the cases for settlement purposes only in order to permit the Parties to seek preliminary and final approval of the Settlement before one court.

- 1. The only Full-Time and Part-Time Workweeks that count are ones where, according to Safeway’s records, you are or were employed by Safeway in a Safeway Class Position (as defined below in **Section 1**) in a California retail store at any time during the period from September 24, 2016, until and including July 23, 2024 (the “Safeway Class Period”).
- 2. A “Full-Time Workweek” means any week during which a member of the Safeway Class performed work for Safeway in a Safeway Class Position in a California Safeway retail store on at least one day during the Safeway Class Period while designated as a full-time employee according to Safeway’s records. A member of the Safeway Class is designated as a full-time employee if he or she is designated as such in Safeway’s HRIS system.
- 3. A “Part-Time Workweek” means any week during which a member of the Safeway Class performed work for Safeway in a Safeway Class Position in a California Safeway retail store on at least one day during the Safeway Class Period while designated as a part-time employee according to Safeway’s records. A member of the Safeway Class is designated as a part-time employee if he or she is designated as such in Safeway’s HRIS system.
- 4. The only PAGA Pay Periods that count are ones where, according to Safeway’s records, you are or were employed by Safeway in a Safeway Class Position in a California retail store at any time during the period from January 22, 2020, until and including July 23, 2024 (the “Safeway PAGA Period”).
- 5. If no amount is stated for your Individual PAGA Payment, then according to Safeway’s records you are not eligible for an Individual PAGA Payment under the Settlement because you were not employed by Safeway in a Safeway Class Position in a California retail store at any time during the Safeway PAGA Period.
- 6. The actual amount(s) you receive may be different from the above and will depend on several factors.

If you believe that you worked more time for Safeway in a Safeway Class Position in a California retail store during the Safeway Class Period and/or Safeway PAGA Period than as shown in the chart above, you can submit a challenge by **DATE, 2025** (the “Response Deadline”).² See **Section 4** of this Notice.

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

As a member of the Safeway Class, you have a few options as shown in the chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Safeway Class Claims and Released Safeway PAGA Claims described in Section 3 .

² The “Response Deadline” will be extended by 14 calendar days for members of the Safeway Class who are re-sent this Notice after having it initially returned as undeliverable to the Administrator.

EXCLUDE YOURSELF FROM SETTLEMENT OF RELEASED SAFEWAY CLASS CLAIMS	If you do not wish to participate in the settlement of the Released Safeway Class Claims, you may “opt out” of the settlement of the Released Safeway Class Claims. If you choose to opt out, you must submit a Request for Exclusion by the Response Deadline (see Section 6 for more details on how to opt out). If you opt out, you will no longer be a member of the Safeway Class, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue the Released Safeway Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the Settlement. You <u>cannot</u> opt out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Safeway Aggrieved Employees and the Safeway Aggrieved Employees must give up their rights to pursue the Released Safeway PAGA Claims. See Section 6 of this Notice.
OBJECT	If you decide to object to the Settlement with respect to the Class portion of the proposed Settlement because you find it unfair or unreasonable, you must submit an objection to the Administrator stating why you object to the settlement by the Response Deadline (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks and/or pay periods that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator by the Response Deadline (see Section 4 for more details on how to submit a dispute). Defendant’s records will be presumed correct, but you may provide evidence to the Administrator showing how many weeks and/or pay periods you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT’S NOT REQUIRED

DATE: DATE , 2025 TIME:	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don’t have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. See Section 8 of this Notice.
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1. WHAT IS THE ACTION ABOUT?

Plaintiff Wa is a former employee of Defendant and Plaintiff Reavis is a current employee of Defendant. The Action accuses Safeway of violating California labor laws by failing to reimburse business expenses and is asserted on behalf of the Safeway Class. Based on the same claim, Plaintiffs have also asserted an unfair competition claim on behalf of the Safeway Class and a claim for civil penalties under PAGA asserted on behalf of the Safeway Aggrieved Employees.

Defendant strongly denies violating any laws or failing to reimburse business expenses and contends it complied with all applicable laws throughout the Safeway Class and PAGA Periods. It further contends that employees were reimbursed for all necessary business expenses as required by California law.

All Parties are represented by attorneys in the Action. See **Section 9** below for their contact information.

For purposes of this Notice:

- “Safeway Aggrieved Employees” means all individuals who are or were employed by Safeway in a Safeway Class Position at any time during the Safeway PAGA Period.
- “Safeway Class” means all individuals who are or were employed by Safeway in a Safeway Class Position at any time during the Safeway Class Period.
- “Safeway Class Position” means any of the following positions in a California Safeway retail store: Asst Mgr-First/Exempt RLT; Asst Mgr-First/Exempt; Relief Asst Mgr-First/Exempt; Relief Store Manager; Meat

Manager - Pac-N-Sav NU; Produce Manager; Meat Manager; Deli Manager; Floral Manager; Clerk-Retail Inventory Control; Bakery Manager; GM/HBC Manager; Liquor Department Manager; Front End Manager – Retail; Third Person; Department Manager Starbucks; Seafood Manager; Fuel Station Dept Manager; Home Shopping Dept. Manager; RLT Management Trainee; Micro Fulfillment Center Mgr; Bakery Dept Manager; Produce Dept Manager; Deli Dept Manager; Liquor Dept Manager; and Meat Dept Manager.

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

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

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of members of the Safeway Class and Safeway Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Gross Settlement Amount. The Parties have agreed to a Gross Settlement Amount of \$2,800,000 and the Gross Settlement Amount will be deposited into an account controlled by the Administrator. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s fees and expenses, and PAGA Penalties to the LWDA. Assuming the Court grants Final Approval, the Settlement will be funded 15 days after the Judgment entered by the Court becomes Final (as defined in the Settlement Agreement).

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

A. Up to one-third of the Gross Settlement Amount to Class Counsel for attorneys’ fees (estimated to be \$933,333.33) and up to \$95,000 for their litigation expenses. To date, Class Counsel have been working the case for no fee and have invested considerable time into the case and incurred expenses on the Action without payment. Class Members are not personally responsible for paying attorney fees or costs, as these payments will be paid from the Gross Settlement Amount.

B. Up to \$15,000 each to the two named Plaintiffs in the Safeway Action and the two named Plaintiffs in the Vons Action as Class Representative Service Payments for initiating the Actions, participating in discovery and providing services in support of the Actions, working with Class Counsel, giving a general release, and representing the Class.

C. \$55,000 to the Administrator for services administering the Settlement.

D. \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (i.e., \$75,000) and 25% in Individual PAGA Payments (i.e., \$25,000) to the Aggrieved Employees based on their share of PAGA Pay Periods worked during the PAGA Period.

E. Participating Class Members (i.e., members of the Safeway Class and members of the Vons Class who do not opt out or exclude themselves from the Class portion of the Settlement) have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remainder of the funds (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members as follows: (i) Full-Time Workweeks shall be given two (2) settlement points; and (ii) Part-Time Workweeks shall be given one (1) settlement point. Provided, however, that if a member of the Safeway Class or a member of the Vons Class has no Full-Time Workweeks or Part-Time Workweeks, the member of the Safeway Class or member of the Vons Class (as the case may be) shall receive one (1) settlement point. The total number of settlement points for all Full-Time Workweeks, Part-Time Workweeks, and settlement points given to members of the Safeway Class and members of the Vons Class with no Full-Time Workweeks or Part-Time Workweeks will be added together and the Net Settlement Amount shall be divided by that total to reach a dollar value per point. The resulting point value will then be multiplied by each Class Member’s (i.e., members of the Safeway Class and members of the Vons Class) number of settlement points to determine his or her Individual Class Payment. The entire Net Settlement Amount will be disbursed to Class Members who do not submit timely and valid Requests for Exclusion. If there are timely and valid Requests for Exclusion, the Administrator shall proportionately increase the Individual Class Payment for each Participating Class Member according to the number of settlement points they have so that the entire amount of the Net Settlement Amount is actually disbursed to Participating Class Members.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 100% of each Individual Class Payment to expense reimbursements, interest, penalties, and other non-wage amounts. If approved, the Individual Class Payments will not be subject to wage withholdings and will be reported on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date) which is 180 days after the date the check is mailed. If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be distributed *cy pres* as follows: fifty percent (50%) to the Food Finders Food Bank (<https://www.food-finders.org>) and fifty percent (50%) to the Alameda County Community Food Bank (<https://www.accfb.org/>).

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be a Participating Class Member, participating fully in the Settlement and releasing claims, unless you opt out of the Settlement, not later than the Response Deadline. See **Section 6** of this Notice for details on how to opt out.

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

8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”), to send this Notice, calculate and make payments, and process Requests for Exclusion (among other things). The Administrator will also decide any disputes over weeks or pay periods worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in **Section 9** of this Notice.

9. Participating Safeway Class Members’ Release of the Released Safeway Class Claims. After the Judgment is Final and Defendant has fully funded the Settlement Amount, Participating Safeway Class Members will be legally barred from asserting any of the below claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class portion of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for any of the Released Safeway Class Claims.

The Participating Safeway Class Members will release the Safeway Released Parties (as defined below) from the Released Safeway Class Claims which include:

10. Safeway Aggrieved Employees' Release of Released Safeway PAGA Claims. After the Court's judgment is final, and Defendant has paid the Settlement Amount, you will be a Safeway Aggrieved Employee under the Settlement and shall release the Safeway Released Parties from the Released Safeway PAGA Claims which include:

any and all claims for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that were asserted in the First Amended Complaint in the Safeway Action and/or Wa's or Reavis' letters and communications with the LWDA based on any of the facts and/or allegations alleged in the First Amended Complaint in the Safeway Action; and/or any and all claims, known or unknown, that could have been asserted in the Safeway Action and/or Wa's or Reavis' letters and communications with the LWDA based on any of the facts and/or allegations alleged in the First Amended Complaint in the Safeway Action. This release includes any and all claims for PAGA civil penalties for failure to reimburse work related expenses premised on: California Labor Code sections 2800, 2802, and 2804; and/or the California IWC's Wage Orders. This release also includes any and all claims, known or unknown, for attorneys' fees or costs related to any or all of the foregoing.

1. Individual Class Payments. The Administrator will calculate Individual Class Payments as set forth in Section 3(3) above.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' (i.e., Safeway Aggrieved Employees and Vons Aggrieved Employees) 25% share (\$25,000.00) of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the Safeway PAGA Period and/or Vons 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 Payment.

3. Disputing Weeks Worked and/or Pay Periods. The number of weeks you worked during the Safeway Class Period and number of pay periods you worked during the Safeway PAGA Period, as recorded in Defendant's records, are stated in the tables on page 1 of this Notice. You have until the Response Deadline to dispute the number of Workweeks or Pay Periods credited to you by timely submitting evidence to the Administrator. **Section 9** of this Notice has the Administrator's contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of weeks and/or pay periods worked based on Defendant's records as accurate unless you send

copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment (to the extent applicable).

2. Aggrieved Employees Only. If you opted out of the Class portion of the Settlement, but are an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to you even if you opt out of the Class portion of the Settlement and you will still release the Safeway Released Parties from the Released Safeway PAGA Claims.

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

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

You will be treated as a Participating Class Member, participating fully in the Settlement, **unless you opt out of the Settlement not later than the Response Deadline.**

If you **do not** wish to take part in the release of the Released Safeway Class Claims in the Settlement, you may exclude yourself by sending to the Administrator a letter or post card entitled "Request for Exclusion" postmarked no later than [REDACTED], 2025 with your full name, address, telephone number or email address, social security number, and signature. The Request for Exclusion should state the following (or words to a similar effect):

"I WISH TO BE EXCLUDED FROM THE CLASS IN THE SAFEWAY LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT."

Any person who submits a timely Request for Exclusion (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Safeway Class Claims, and (4) will not be bound by this Settlement or the Judgment.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class portion of the Settlement remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is the Response Deadline.**

If you wish to object to the proposed Settlement, you or your own attorney may submit a written objection by fax, email or mail. Any written objection must set forth (i) the objecting person's full name, address, and telephone number; (ii) the words "Notice of Objection" or "Formal Objection"; (iii), in clear and concise terms, the legal and factual arguments supporting the objection; (iv) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; and (v) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing. This objection and all supporting information must be sent to the Administrator at the address listed in **Section 9, postmarked on or before the Response Deadline.**

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the Settlement become Final even if you object to the settlement.

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

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], 2025, the Court will hold a public hearing in Department 23 of the Superior Court for the State of California, County of Alameda, 1221 Oak Street, Oakland, CA 94612, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiffs’ request for the Class Representative Service Payments. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing. It’s possible the Court will reschedule the Final Approval Hearing. You should check with the Administrator beforehand to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to opt out or object, or the Settlement generally, you may contact the Administrator for more information. All relevant contact information is provided here:

Administrator	Class Counsel	Safeway’s Counsel
Name Mailing Address Telephone Number	Matthew J. Matern, Esq. <i>mmatern@maternlawgroup.com</i> Mikael H. Stahle, Esq. <i>mstahle@maternlawgroup.com</i> Matern Law Group, PC 1230 Rosecrans Avenue, Suite 200 Manhattan Beach, CA 90266 Tel: (310) 531-1900	Joan B. Tucker Fife, Esq. <i>jfife@winston.com</i> Winston & Strawn LLP 101 California Street, 35 th Floor San Francisco, CA 94111 Tel: (415) 591-1000 Tristan R. Kirk, Esq. <i>tkirk@winston.com</i> Winston & Strawn LLP 333 S. Grand Avenue, 38 th Floor Los Angeles, CA 90071 (213) 615-1700

You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the **Declaration of Mikael H. Stahle in Support of Motion for Preliminary Approval of Class Action Settlement** filed on **DATE**, 2024 and available to be inspected at any time during regular business hours at the Office of the Clerk, Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT B

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT

Paula Bassett and Jonathan Cavazos v. The Vons Companies, Inc.
(Alameda County Superior Court, Case No. RG20082630)

The Alameda County Superior Court authorized this Notice. Read it carefully!
This is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from the proposed Settlement of an employee class and California Private Attorneys General Act (“PAGA”) action lawsuit for alleged violations of the California Labor Code (the “Action”) filed against The Vons Companies, Inc. (“Vons” or “Defendant”).¹

The Action was filed by Paula Bassett and Jonathan Cavazos (“Plaintiffs” or “Class Representatives”) and asserts the following claims: (1) unpaid expense reimbursements, statutory damages and penalties, interest and attorneys’ fees on behalf of the Vons Class (as defined below in **Section 1**); (2) unfair competition in violation of the California Business & Profession Code § 17200, *et seq.* on behalf of the Vons Class; and (3) penalties under PAGA on behalf of all Vons Aggrieved Employees (as defined below in **Section 1**). Plaintiffs and Defendant shall be collectively referred to as the “Parties.”

This notice is being sent to all members of the Vons Class, as determined by Vons’ records. The fact that you are receiving this notice means that you are a member of the Vons Class pursuant to the proposed Settlement. You may also be a Vons Aggrieved Employee, depending on when you worked for Vons in California (see chart below).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments to members of the Vons Class, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments to Vons Aggrieved Employees and pay penalties to the California Labor and Workforce Development Agency (“LWDA”). Based on Defendant’s records, and the Parties’ current assumptions, your estimated Individual Class Payment and Individual PAGA Payment are shown in the charts below, along with the applicable data points from which these estimates are derived.

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

Estimated Calculations and Data Points for Estimated Payments			
Estimated Full-Time Workweeks as a member of the Vons Class during the Vons Class Period	INSERT	Estimated Individual Class Payment Based on Full-Time Workweeks	\$INSERT
Estimated Part-Time Workweeks as a member of the Vons Class during the Vons Class Period	INSERT	Estimated Individual Class Payment Based on Part-Time Workweeks	\$INSERT
Estimated PAGA Pay Periods as a Vons Aggrieved Employee during Vons PAGA Period	INSERT	Estimated Individual PAGA Payment	\$INSERT

A few important things to note about this chart:

1. The only Full-Time and Part-Time Workweeks that count are ones where, according to Vons’ records, you are

¹ As explained in the Settlement Agreement, the proposed Settlement also includes the case entitled *Ben Wa and Anita Reavis, et al. v. Safeway Inc., et al.*, Case No. RG20075295, which is also pending in Alameda County Superior Court (the “Safeway Action”). The plaintiffs in both cases are represented by the same counsel and the defendants in both cases are represented by the same counsel. Thus, for efficiency purposes, the Parties agreed to mediate the cases at the same time with a respected wage and hour mediator, the Honorable Angela M. Bradstreet (Ret.). As part of the resolution agreed to at mediation, the Parties agreed to consolidate the cases for settlement purposes only in order to permit the Parties to seek preliminary and final approval of the Settlement before one court.

- If you believe that you worked more time for Vons in a Vons Class Position in a California retail store during the Vons Class Period and/or Vons PAGA Period than as shown in the chart above, you can submit a challenge by **DATE, 2025** (the “Response Deadline”).² See **Section 4** of this Notice.

As a member of the Vons Class, you have a few options as shown in the chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Vons Class Claims and Released Vons PAGA Claims described in Section 3 .
EXCLUDE YOURSELF FROM SETTLEMENT OF RELEASED VONS CLASS CLAIMS	If you do not wish to participate in the settlement of the Released Vons Class Claims, you may “opt out” of the settlement of the Released Vons Class Claims. If you choose to opt out, you must submit a Request for Exclusion by the Response Deadline (see Section 6 for more details on how to opt out). If you opt out, you will no longer be a member of the Vons Class, and you will (1) <u>not</u> receive an Individual Class Payment, but you will preserve your right to pursue

Page 2 of 9

	the Released Vons Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the Settlement. You <u>cannot</u> opt out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Vons Aggrieved Employees and the Vons Aggrieved Employees must give up their rights to pursue the Released Vons PAGA Claims. See Section 6 of this Notice.
OBJECT	If you decide to object to the Settlement with respect to the Class portion of the proposed Settlement because you find it unfair or unreasonable, you must submit an objection to the Administrator stating why you object to the settlement by the Response Deadline (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks and/or pay periods that you were credited with working in the chart above is incorrect, you may submit a written dispute to the Administrator by the Response Deadline (see Section 4 for more details on how to submit a dispute). Defendant's records will be presumed correct, but you may provide evidence to the Administrator showing how many weeks and/or pay periods you believe you should be credited.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: DATE, 2025 TIME: 	At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person, by telephone or by using the Court's virtual appearance platform. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant. The Action accuses Vons of violating California labor laws by failing to reimburse business expenses and is asserted on behalf of the Vons Class. Based on the same claim, Plaintiffs have also asserted an unfair competition claim on behalf of the Vons Class and a claim for civil penalties under PAGA asserted on behalf of the Vons Aggrieved Employees.

Defendant strongly denies violating any laws or failing to reimburse business expenses and contends it complied with all applicable laws throughout the Vons Class and PAGA Periods. It further contends that employees were reimbursed for all necessary business expenses as required by California law.

All Parties are represented by attorneys in the Action. See **Section 9** below for their contact information.

For purposes of this Notice:

- "Vons Aggrieved Employees" means all individuals who are or were employed by Vons in a Vons Class Position at any time during the Vons PAGA Period.
- "Vons Class" means all individuals who are or were employed by Vons in a Vons Class Position at any time during the Vons Class Period.
- "Vons Class Position" means any of the following positions in a California Vons retail store: Asst Mgr-First/Exempt; Store Director; Store Director IV; Relief Store Director; Store Director III; Store Director II; Store Director V; Asst Mgr-First/Exempt RLT; Store Director VI; Relief Store Director; Relief Store Manager; Relief Asst Mgr-First/Exempt; Produce Manager; Meat Manager; Service Operations Manager; Retail Sales Mgr - NON EXEMPT; Bakery Manager; Deli Manager LsThn Eq 5; Floral Manager; Clerk-Retail Inventory Control; Seafood Supervisor; Department Manager Starbucks; GM/HBC Manager; Liquor Department Manager; Home Shopping Dept Manager; Wall Deli Manager; Department Manager Starbucks; Supv Fuel

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

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of members of the Vons Class and Vons Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

1. Gross Settlement Amount. The Parties have agreed to a Gross Settlement Amount of \$2,800,000 and the Gross Settlement Amount will be deposited into an account controlled by the Administrator. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's fees and expenses, and PAGA Penalties to the LWDA. Assuming the Court grants Final Approval, the Settlement will be funded 15 days after the Judgment entered by the Court becomes Final (as defined in the Settlement Agreement).

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

A. Up to one-third of the Gross Settlement Amount to Class Counsel for attorneys' fees (estimated to be \$933,333.33) and up to \$95,000 for their litigation expenses. To date, Class Counsel have been working the case for no fee and have invested considerable time into the case and incurred expenses on the Action without payment. Class Members are not personally responsible for paying attorney fees or costs, as these payments will be paid from the Gross Settlement Amount.

B. Up to \$15,000 each to the two named Plaintiffs in the Vons Action and the two named Plaintiffs in the Safeway Action as Class Representative Service Payments for initiating the Actions, participating in discovery and providing services in support of the Action, working with Class Counsel, giving a general release, and representing the Class.

C. \$55,000 to the Administrator for services administering the Settlement.

D. \$100,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment (i.e., \$75,000) and 25% in Individual PAGA Payments (i.e., \$25,000) to the Aggrieved Employees based on their share of PAGA Pay Periods worked during the PAGA Period.

E. Participating Class Members (i.e., members of the Vons Class and members of the Safeway Class who do not opt out or exclude themselves from the Class portion of the Settlement) have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remainder of the funds (the “Net Settlement Amount”) by

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 100% of each Individual Class Payment to expense reimbursements, interest, penalties, and other non-wage amounts. If approved, the Individual Class Payments will not be subject to wage withholdings and will be reported on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date) which is 180 days after the date the check is mailed. If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be distributed *cy pres* as follows: fifty percent (50%) to the Food Finders Food Bank (<https://www.food-finders.org>) and fifty percent (50%) to the Alameda County Community Food Bank (<https://www.accfb.org/>).

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be a Participating Class Member, participating fully in the Settlement and releasing claims, unless you opt out of the Settlement, not later than the Response Deadline. See **Section 6** of this Notice for details on how to opt out.

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

8. Administrator. The Court has appointed a neutral company, CPT Group, Inc. (the “Administrator”), to send this Notice, calculate and make payments, and process Requests for Exclusion (among other things). The Administrator will also decide any disputes over weeks or pay periods worked, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in **Section 9** of this Notice.

9. Participating Vons Class Members' Release of the Released Vons Class Claims. After the Judgment is Final and Defendant has fully funded the Settlement Amount, Participating Vons Class Members will be legally barred from asserting any of the below claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class portion of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for any of the Released Vons Class Claims.

The Participating Vons Class Members will release the Vons Released Parties (as defined below) from the Released Vons Class Claims which include:

any and all claims that were asserted in the First Amended Complaint in the Vons Action;

and/or any and all claims, known or unknown, that could have been asserted in the Vons Action based on any of the facts and/or allegations alleged in the First Amended Complaint in the Vons Action. This release includes any and all claims, known or unknown, for failure to reimburse work related expenses pursuant to: California Labor Code sections 2800, 2802, and 2804; the California IWC's Wage Orders; and/or the California Business & Professions Code. This release also includes any and all claims, known or unknown, for injunctive relief or restitution for any or all of the foregoing; any penalties, including statutory and civil penalties, related to any or all of the foregoing; attorneys' fees or costs related to any or all of the foregoing; interest related to any or all of the foregoing; and/or any other damages or amounts related to any or all of the foregoing.

As used herein, "Vons Released Parties" includes The Vons Companies, Inc.; its former, present, or future parents, subsidiaries, predecessors, acquired companies/entities, successors, assigns, and affiliates; each of the foregoing's former and present directors, officers, shareholders, owners, partners, members, attorneys, legal representatives, executives, employees, contractors, managing agents, agents, and insurers; and any entity alleged to be a joint employer with Vons.

10. Vons Aggrieved Employees' Release of Released Vons PAGA Claims. After the Court's judgment is final, and Defendant has paid the Settlement Amount, you will be a Vons Aggrieved Employee under the Settlement and shall release the Vons Released Parties from the Released Vons PAGA Claims which include:

any and all claims for civil penalties under California Labor Code section 2698 *et seq.* (PAGA) that were asserted in the First Amended Complaint in the Vons Action and/or Bassett's or Cavazos' letters and communications with the LWDA based on any of the facts and/or allegations alleged in the First Amended Complaint in the Vons Action; and/or any and all claims, known or unknown, that could have been asserted in the Vons Action and/or Bassett's or Cavazos' letters and communications with the LWDA based on any of the facts and/or allegations alleged in the First Amended Complaint in the Vons Action. This release includes any and all claims for PAGA civil penalties for failure to reimburse work related expenses premised on: California Labor Code sections 2800, 2802, and 2804; and/or the California IWC's Wage Orders. This release also includes any and all claims for attorneys' fees or costs related to any or all of the foregoing.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments as set forth in Section 3(3) above.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' (i.e., Vons Aggrieved Employees and Safeway Aggrieved Employees) 25% share (\$25,000.00) of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the Vons PAGA Period and/or Safeway 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 Payment.

3. Disputing Weeks Worked and/or Pay Periods. The number of weeks you worked during the Vons Class Period and number of pay periods you worked during the Vons PAGA Period, as recorded in Defendant's records, are stated in the tables on page 1 of this Notice. You have until the Response Deadline to dispute the number of Workweeks or Pay Periods credited to you by timely submitting evidence to the Administrator. **Section 9** of this Notice has the Administrator's contact information.

You need to support your dispute by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of weeks and/or pay periods worked based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission. The Administrator's decision

is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment (to the extent applicable).

2. Aggrieved Employees Only. If you opted out of the Class portion of the Settlement, but are an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to you even if you opt out of the Class portion of the Settlement and you will still release the Vons Released Parties from the Released Vons PAGA Claims.

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

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

You will be treated as a Participating Class Member, participating fully in the Settlement, **unless you opt out of the Settlement not later than the Response Deadline.**

If you **do not** wish to take part in the release of the Released Vons Class Claims in the Settlement, you may exclude yourself by sending to the Administrator a letter or post card entitled "Request for Exclusion" postmarked no later than [REDACTED], 2025 with your full name, address, telephone number or email address, social security number, and signature. The Request for Exclusion should state the following (or words to a similar effect):

"I WISH TO BE EXCLUDED FROM THE CLASS IN THE VONS LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE MY INDIVIDUAL CLASS PAYMENT FROM THIS LAWSUIT."

Any person who submits a timely Request for Exclusion (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive an Individual Class Payment; (3) will preserve the right to pursue the Released Vons Class Claims, and (4) will not be bound by this Settlement or the Judgment.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class portion of the Settlement remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. **The deadline for sending written objections to the Administrator is the Response Deadline.**

If you wish to object to the proposed Settlement, you or your own attorney may submit a written objection by fax, email or mail. Any written objection must set forth (i) the objecting person's full name, address, and telephone number; (ii) the words "Notice of Objection" or "Formal Objection"; (iii), in clear and concise terms, the legal and factual arguments supporting the objection; (iv) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; and (v) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing. This objection and all supporting information must be sent to the Administrator at the address listed in **Section 9, postmarked on or before the Response Deadline.**

If you do not comply with these procedures and the deadline for objections, the Court may not consider your objection at the Final Approval Hearing, and you may lose the right to contest the approval of the Settlement. You are still eligible to receive a settlement payment should the Settlement become Final even if you object to the settlement.

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

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], 2025, the Court will hold a public hearing in Department 23 of the Superior Court for the State of California, County of Alameda, 1221 Oak Street, Oakland, CA 94612, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, whether to approve the payments to the LWDA, and whether to approve Plaintiffs’ request for the Class Representative Service Payments. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing. It’s possible the Court will reschedule the Final Approval Hearing. You should check with the Administrator beforehand to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this Notice, the process to opt out or object, or the Settlement generally, you may contact the Administrator for more information. All relevant contact information is provided here:

Administrator	Class Counsel	Vons’ Counsel
Name Mailing Address Telephone Number	Matthew J. Matern, Esq. <i>mmatern@maternlawgroup.com</i> Mikael H. Stahle, Esq. <i>mstahle@maternlawgroup.com</i> Matern Law Group, PC 1230 Rosecrans Avenue, Suite 200 Manhattan Beach, CA 90266 Tel: (310) 531-1900	Joan B. Tucker Fife, Esq. <i>jfife@winston.com</i> Winston & Strawn LLP 101 California Street, 35 th Floor San Francisco, CA 94111 Tel: (415) 591-1000 Tristan R. Kirk, Esq. <i>tkirk@winston.com</i> Winston & Strawn LLP 333 S. Grand Avenue, 38 th Floor Los Angeles, CA 90071 (213) 615-1700

You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the **Declaration of Mikael H. Stahle in Support of Motion for Preliminary Approval of Class Action Settlement** filed on **DATE**, 2024 and available to be inspected at any time during regular business hours at the Office of the Clerk, Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

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