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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

JOYCE DEMPSEY and SYLVIA REDDING,
individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiffs,

vs.

RALEY'S, a California Corporation, and DOES
1 through 100,

Defendants.

Case No.: 34-2021-00308264-CU-OE-GDS

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE
OF CLAIMS**

Complaint filed: September 20, 2021
FAC filed: November 19, 2024

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**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT AND RELEASE
OF CLAIMS**

This Joint Stipulation of Class Action and Private Attorneys' General Act of 2004 ("PAGA") Settlement and Release of Claims ("Settlement" or "Settlement Agreement") is made and entered into by and between (1) Plaintiffs Joyce Dempsey and Sylvia Redding, as individuals and on behalf of the Class Members, PAGA Members, and the Attorney General of the State of California, and (2) Defendant Raley's. The Plaintiffs and Defendant are more fully defined in the Definitions Section of this Settlement Agreement.

I. DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Actions" means *Joyce Dempsey and Sylvia Redding v. Raley's*, No. 34-2021-00308264-CU-OE-GDS (Sacramento County Superior Court, alleging class action and PAGA claims) and *Joyce Dempsey v. Raley's*, Case No. CV2021-1532 (Yolo County Superior Court, alleging class action claims).

2. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of the Actions, and all properly recoverable and documented out-of-pocket costs incurred and to be incurred by Class Counsel in the Actions, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Actions. Class Counsel will request attorneys' fees not in excess of one-third (1/3) of the Gross Settlement Amount, or One Million Nine Hundred Thousand Dollars (\$1,900,000). The Attorneys' Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel's litigation and settlement of the Actions, up to Twenty-Five Thousand Dollars (\$25,000), subject to the Court's approval. Defendant has agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above. If the Court awards a lower amount of attorneys' fees or costs than requested by Class Counsel, it shall not be a basis to void the

Settlement Agreement. Any amount of attorneys' fees and costs not approved by the Court will be transferred to the Net Settlement Fund.

3. "Class Counsel" means Capstone Law APC and Lawyers *for* Justice, P.C.

4. "Class List" means a complete list of all Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator and Class Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; last known mailing address and telephone number; Social Security number; dates of employment; the respective number of Workweeks and Pay Periods that each Class Member worked during the Class Period and PAGA Period; and any other relevant information needed to calculate settlement payments.

5. "Class Member(s)" or "Settlement Class" means all current and former non-exempt employees who work or worked for Defendant or Defendant's related entities (Bel Air Mart dba Bel Air; Nob Hill General Store, Inc. dba Nob Hill Foods; Warehouse Concepts dba Food Source; and Market 5ONE5) (these related entities and Defendant are collectively referred to as the "Raley's Entities") in the State of California at any time during the Class Period.

6. "Class Notice" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

7. "Class Period" means the period from August 25, 2017 through December 10, 2024.

8. "Class Representative Enhancement Payments" means the amounts to be paid to Plaintiffs in recognition of effort and work in prosecuting the Actions on behalf of Class Members, and for general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000), each. If the Court awards a lower amount of Class Representative Enhancement Payments than requested by Plaintiffs, it shall not be a basis for appeal or to void the Settlement Agreement. Any amount of Class Representative Enhancement Payments not approved by the Court will be transferred to the Net Settlement Fund.

9. "Court" means the Sacramento County Superior Court.

10. "Defendant" means Defendant Raley's, a California corporation.

11. “Effective Date” means the later of: (a) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (b) if a Class Member files an objection to the Settlement, the Effective Date shall be the sixty-first (61st) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (c) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for review for certiorari), resulting in final judicial approval of the Settlement.

12. “Final Approval” means the date on which the Court enters an order granting final approval of the Settlement Agreement.

13. “First Amended Complaint” means the First Amended Class Action Complaint for Damages & Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2696, *et seq.*, filed by Plaintiffs on November 19, 2024 in Case No. 34-2021-00308264. The First Amended Complaint is the operative pleading for purposes of this Settlement Agreement.

14. “Gross Settlement Amount” means the Gross Settlement Amount of Five Million Seven Hundred Thousand Dollars (\$5,700,000), to be paid by Defendant in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiffs and Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be liable for more than the Gross Settlement Amount, except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount. If the Court does not approve the Gross Settlement Amount—a material term of this Settlement Agreement—Defendant shall have the unilateral right to void this Settlement Agreement.

15. “Individual Settlement Payment” means each Participating Class Member’s and PAGA Member’s respective shares of the Net Settlement Fund and PAGA Fund.

16. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining

1 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the
2 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
3 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to
4 Defendant. If the Court does not approve the Net Settlement Fund—a material term of this Settlement
5 Agreement—Defendant shall have the unilateral right to void this Settlement Agreement.

6 17. "Notice of Objection" means a Class Member's valid and timely written objection to the
7 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full
8 name, signature, address, and telephone number, (b) a written statement of all grounds for the objection
9 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other
10 documents upon which the objection is based; and (d) a statement whether the objector intends to appear
11 at the final fairness hearing.

12 18. "PAGA Members" means all current and former non-exempt employees who work or
13 worked for Defendant or Defendant's related entities (Bel Air Mart dba Bel Air; Nob Hill General Store,
14 Inc. dba Nob Hill Foods; Warehouse Concepts dba Food Source; and Market 5ONE5) in the State of
15 California at any time during the PAGA Period.

16 19. "PAGA Letters" mean the July 15, 2021 and July 16, 2021 letters sent by Plaintiffs to
17 the California Labor & Workforce Development Agency (which are also attached to the First Amended
18 Complaint filed on November 19, 2024 as Exhibits 1 and 2).

19 20. "PAGA Period" means the period from July 15, 2020 through December 10, 2024.

20 21. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to
21 the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
22 the release of Plaintiffs' claims under the *et seq.* PAGA, . The Parties have agreed that One Hundred
23 Thousand Dollars (\$100,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement
24 Amount. Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy Five Thousand Dollars (\$75,000),
25 of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development
26 Agency ("Labor and Workforce Development Agency Payment"), and Twenty-Five Percent (25%), or
27 Twenty Five Thousand Dollars (\$25,000) ("PAGA Fund"), of the PAGA Settlement Amount will be
28 disbursed to PAGA Members, and regardless whether they request to be excluded from the Settlement

Class. If the Court does not approve the PAGA Settlement Amount as stated in this Settlement Agreement, then the Parties will accept the new PAGA Settlement Amount ordered by the Court, provided there is no increase in the Gross Settlement Amount. This is a material term of the Settlement Agreement.

22. “Parties” means Plaintiffs and Defendant collectively.

23. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

24. “Pay Period(s)” means, consistent with the definition provided by Labor Code section 204, the number of pay periods during which each PAGA Member worked during the PAGA Period. All PAGA Members will be deemed to have worked during at least one Pay Period. Pay Periods will be calculated by the Defendant for each PAGA Member by dividing the total days employed as a PAGA Member during the PAGA Period by seven (7). Partial Pay Periods will be rounded up. The Parties recognize that Defendant has a weekly payroll, rather than a bi-weekly payroll. Thus, the number of Pay Periods referenced in this Settlement Agreement will be larger than the number of pay periods if Defendant had a bi-weekly payroll.

25. “Plaintiffs” means Plaintiffs Joyce Dempsey and Sylvia Redding, on behalf of themselves, Class Members, PAGA Members, and the Attorney General of the State of California.

26. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

27. “Released Class Claims” means all claims, rights, demands, charges, complaints, causes of action, penalties, interest, attorneys’ fees, costs, obligations, damages, restitution, declaratory relief, equitable or injunctive relief, or liability of any and every kind against Defendant and the Released Parties that were pleaded or that could have been pleaded based on the factual allegations set forth in all Complaints and PAGA Letters in the Actions, including the First Amended Complaint, during the Class Period. The Released Class Claims include, but are not limited to: (1) all claims for alleged failure to pay straight time, overtime, or double time wages, failure to pay wages for off-the-clock work, and failure to pay other wages of any kind during employment under state and federal law, including the California Labor Code and IWC Wage Orders; (2) failure to provide meal periods or properly pay meal period

premiums; (3) failure to authorize and permit rest periods or properly pay rest period premiums; (4) failure to pay minimum wages; (5) failure to properly pay final wages due at separation; (6) failure to provide accurate and itemized wage statements; (7) failure to reimburse for necessary business expenditures; (8) failure to provide reporting time pay; (9) claims arising from the failure to pay at the regular rate of pay; (10) requiring employees to perform seven consecutive days of work; (11) untimely payment of wages during employment; (12) failure to properly pay vacation time; (13) failure to properly pay sick time, including COVID sick pay and kin care; (14) claims brought under Business & Professions Code Section 17200 *et seq.* including, but not limited to, all claims for unfair and unlawful conduct to Class Members based on the preceding claims; (15) penalties of any nature based on the preceding claims (excluding PAGA penalties), including waiting time and wage statement penalties under the California Labor Code; (16) interest based on the preceding released claims; (17) claims under the Fair Labor Standards Act based on the preceding released claims; and (18) attorneys' fees and costs based on the preceding released claims. The release of the Released Class Claims by Participating Class Members, and each of their respective current, future, or former executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, is a material term of this Settlement.

28. "Released PAGA Claims" means all claims, rights, demands, charges, complaints, causes of action, penalties, interest, attorneys' fees, costs, obligations, or liability of any and every kind against Defendant and the Released Parties accruing during the PAGA Period for PAGA civil penalties arising out of or related to the facts alleged in all Complaints and PAGA Letters in the Actions, including the First Amended Complaint. The Released PAGA Claims include, but are not limited to, claims for civil penalties under PAGA that are premised upon Labor Code Sections 201, 202, 203, 204, 221, 226, 226.7, 227.3, 233, 246, 246.5, 247.5, 510, 512, 551, 552, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2810.5, and 2802, as well as any applicable IWC Wage Order based on the preceding. The Released PAGA Claims shall include any remedies for any of the claims described herein. The release of the Released PAGA Claims by Plaintiffs, PAGA Members, the Attorney General of the State of California, the LWDA, and each of their respective current, future, or former executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, is a material term of

this Settlement.

29. “Released Parties” means Defendant and all of its current or former parents, subsidiaries, predecessors, successors, members, insurers, agents, assigns, affiliates, joint ventures, partnerships, contractors, and benefits plans, including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity that controls, is controlled by, or is under common control with Defendant, including, but not limited to, Nob Hill General Store, Inc. dba Nob Hill Foods; Bel Air Mart dba Bel Air; Warehouse Concepts dba Food Source; and Market 5ONE5, as well as all of their current and former shareholders, directors, officers, agents, executors, employees, attorneys, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing, as well as anyone else acting on behalf of those entities, and any individual or entity that could be jointly liable with any of the foregoing.

30. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be postmarked on or before the Response Deadline.

31. “Response Deadline” means the deadline by which Class Members must postmark to the Settlement Administrator Requests for Exclusion, postmark disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

32. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, establishing a separate taxpayer identification number for the Settlement Fund and Qualified Settlement

Fund (pursuant to Internal Revenue Code of 1986), printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement.

33. “Settlement Administrator” means any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement Agreement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

34. “Workweeks” means the number of days of employment for each Class Member during the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to the nearest whole number. All Class Members will be credited with at least one Workweek.

II. TERMS OF THE SETTLEMENT AGREEMENT

The Plaintiffs—on behalf of themselves, the Settlement Class, PAGA Members, the Attorney General of the State of California, and the LWDA—and Defendant agree as follows:

35. Dismissal of Original Class Action Complaint. As a material term and condition precedent of this Settlement Agreement, and subject to the tolling of the statute of limitations, Plaintiffs agree to dismiss without prejudice the original Class Action Complaint filed in Yolo County Superior Court on August 25, 2021, entitled *Joyce Dempsey v. Raley’s*, Case No. CV2021-1532 (“Yolo County Action”). Plaintiffs agree to file the dismissal without prejudice within ten (10) calendar days of this Court granting Preliminary Approval of the instant Settlement Agreement, which covers the claims alleged in the original Class Action Complaint. The Parties agree that if for any reason the original Class Action Complaint is not timely dismissed, then Defendant may unilaterally cancel this Settlement Agreement, the Preliminary Approval Order will be rescinded, and the Parties will revert to their pre-mediation and pre-settlement positions, and Plaintiffs may refile the Yolo County Action with the same statute of limitations period.

36. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of

1 the Gross Settlement Amount of Five Million Seven Hundred Thousand Dollars (\$5,700,000) into a
2 Qualified Settlement Account (with its own taxpayer ID number) to be established by the Settlement
3 Administrator. Defendant will pay the employer's share of payroll taxes separately. After the Effective
4 Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the Labor
5 and Workforce Development Agency Payment; (c) the Class Representative Enhancement Payments;
6 (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. Defendant will deposit the
7 Gross Settlement Amount and the employer's share of payroll taxes within thirty (30) calendar days of
8 the Effective Date ("Funding Date").

9 37. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
10 motion for attorneys' fees and costs by Class Counsel for Attorneys' Fees and Costs of not more than
11 One Million Nine Hundred Thousand Dollars (\$1,900,000), plus the reimbursement of all reasonable
12 out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Actions
13 (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty-Five Thousand
14 Dollars (\$25,000), both of which will be paid from the Gross Settlement Amount. The award of
15 attorneys' fees will be divided between Class Counsel as follows: (a) Seventy-Five Percent (75%) to
16 Capstone Law APC and (b) Twenty-Five Percent (25%) to Lawyers *for* Justice, P.C.

17 38. Class Representative Enhancement Payments. In exchange for a general release, and in
18 recognition of effort and work in prosecuting the Actions on behalf of Class Members, Defendant agrees
19 not to oppose or impede any application or motion for Class Representative Enhancement Payments of
20 up to Ten Thousand Dollars (\$10,000) to each Plaintiff. The Class Representative Enhancement
21 Payments will be paid from the Gross Settlement Amount and will be in addition to Plaintiffs' Individual
22 Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to
23 pay any and all applicable taxes on the Class Representative Enhancement Payments. Plaintiffs
24 understand and agree that this Settlement Agreement shall remain in full force and effect even if the full
25 amount of Class Representative Enhancement Payments sought by Plaintiffs is not ultimately awarded
26 by the Court.

27 39. Settlement Administration Costs. The Settlement Administrator will be paid for the
28 reasonable costs of administration of the Settlement and distribution of payments from the Gross

Settlement Amount. These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

40. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of One Hundred Thousand Dollars (\$100,000) from the Gross Settlement Amount will be designated for satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Seventy Five Thousand Dollars (\$75,000), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Twenty Five Thousand Dollars (\$25,000), will be paid to PAGA Members in proportion to their number of Pay Periods worked during the PAGA Period.

41. No Right to Exclusion or Objections to the PAGA Settlement Amount. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

42. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

43. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendant.

44. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and Pay Periods a PAGA Member worked during the PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

44(a) Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class

Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

44(b) Payments from the PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member during the PAGA Period and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." Each PAGA Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Member's total number of Pay Periods by the PAGA Pay Period Value. The entire PAGA Fund will be disbursed to all PAGA Members.

45. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to all plans subject to the Employee Retirement and Income Security Act of 1974 (“ERISA”). Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant, policies, or bonus programs. Any payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going-forward basis as salary, earnings, wages, or any other form of compensation for the purposes of Defendant’s benefit plan, policy, or bonus program. Defendant retains the right to modify the language of its benefit plan, policies, and bonus programs to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for “hours worked,” “hours paid,” “hours of service,” or any similar measuring term as defined by applicable plans, policies, and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement. For purposes of this Settlement Agreement, “benefit plan” means each and every “employee benefit plan,” as defined in 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

46. Administration Process. The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

47. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. Class Counsel shall also receive a redacted Class List showing only the individual breakdown of workweeks with a unique identification number for each Class Member and each PAGA Member and the total breakdown of workweeks for all Class Members and PAGA Members combined.

48. Notice by First-Class U.S. Mail. Within twenty (20) calendar days after receiving the

1 Class List from Defendant, the Settlement Administrator will mail a Class Notice to all Class Members
2 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
3 List.

4 49. Confirmation of Updated Contact Information in the Class Lists. Prior to mailing, the
5 Settlement Administrator will perform a search based on the National Change of Address Database for
6 information to update and correct for any known or identifiable address changes. Any Class Notices
7 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will,
8 within five (5) business days of receipt, be sent promptly via regular First-Class U.S. Mail to the
9 forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-
10 mailing on the Class Notice. If no forwarding address is provided, the Settlement Administrator will
11 promptly attempt to determine the correct address using a skip-trace, or other search using the name,
12 address and/or Social Security Number of the Class Member involved, and will then perform a single re-
13 mailing. Those Class Members who receive a re-mailed Class Notice, whether by skip-trace or by
14 request, will have either (a) an additional fifteen (15) calendar days or (b) until the Response Deadline,
15 whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

16 50. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will
17 provide: (a) information regarding the nature of the Actions; (b) a summary of the Settlement's principal
18 terms; (c) the Class and PAGA Member definitions; (d) the total number of Workweeks/Pay Periods
19 each respective Class Member/PAGA Member worked for Defendant during the Class Period/PAGA
20 Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and
21 the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class
22 Period and PAGA Period; (g) instructions on how to submit Requests for Exclusions or Notices of
23 Objection; (h) the deadlines by which the Class Member must postmark Request for Exclusions, or
24 postmark Notices of Objection to the Settlement; and (i) the claims to be released.

25 51. Disputed Information on Class Notices. Class Members will have an opportunity to
26 dispute the information provided in their Class Notices. To the extent Class Members dispute their
27 employment dates or the number of Workweeks/pay periods on record, Class Members may produce
28 evidence to the Settlement Administrator showing that such information is inaccurate. Defendant's

records will be presumed correct, but the Settlement Administrator shall have final and non-appealable authority to resolve any such disputes. All such disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline.

52. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted.

53. Escalator. If the number of Workweeks worked during the Class Period is greater than Three Million Two Hundred Forty-Five Thousand (3,245,000), then Defendant must agree to either: (a) advance the end dates for the Class Period and PAGA Period to correspond to the last date on which the number of Workweeks was not in excess of Three Million Two Hundred Forty-Five Thousand (3,245,000); or (b) increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of Workweeks worked by the Class Members above the Three Million Two Hundred Forty-Five Thousand (3,245,000); e.g., proportionally increased Gross Settlement Amount = $\text{Total Number of Workweeks during the Class Period} \div 3,245,000 \times \$5,700,000$. Defendant has unilateral authority to choose between these two options.

54. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

55. Releases by Participating Class Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, guardians, and attorneys, shall fully and forever release and discharge Defendant and all of the Released Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

1 56. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
2 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
3 on their behalf, on behalf of the Attorney General of the State of California, and on behalf of their
4 respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses,
5 guardians, and attorneys, shall fully and forever release and discharge Defendant and all of the Released
6 Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

7 57. Defendant's Right to Rescind. Defendant will have, in its sole discretion, the right to
8 void and withdraw from the Settlement if, at any time prior to Final Approval, Three Percent (3%) or
9 more of Class Members opt out of the settlement. Defendant must exercise this right of rescission in
10 writing to Class Counsel within ten (10) calendar days after the Response Deadline. If the option to
11 rescind is exercised, then Defendant will be solely responsible for all Settlement Administration Costs
12 incurred to the date of rescission.

13 58. Objection Procedures. To object to the Settlement Agreement, a Class Member may
14 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
15 Deadline, or appear in person at the Final Approval Hearing. The Class Member may appear personally
16 or through an attorney, at his or her own expense, at the Final Approval Hearing to present his or her
17 objection directly to the Court. However, any attorney who will represent an individual objecting to this
18 Settlement Agreement must file a notice of appearance with the Court and serve Class Counsel and
19 Defendant's Counsel no later than the Response Deadline. A written objection to the Settlement
20 Agreement must: (1) contain the case name and number of the instant Action; (2) contain the Class
21 Member's name, address, telephone number, signature, and last four digits of his or her Social Security
22 number; (3) clearly state all of the grounds for the objection; (4) state whether the Class Member intends
23 to appear at the Final Approval Hearing; and (5) be mailed to the Settlement Administrator, postmarked
24 no later than the Response Deadline. If a Class Member objects to the Settlement, the Class Member will
25 remain a Class Member and if the Court approves this Settlement Agreement, the Class Member will be
26 bound by the terms of the Settlement and Final Approval Order in the same way and to the same extent
27 as a Class Member who does not object to the Settlement. The Court retains final authority with respect
28 to the consideration and admissibility of any objections to the Settlement from Class Members. Class

Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement Agreement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement Agreement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement Agreement. PAGA Members may not submit an objection to the Settlement or a Request to be Excluded from the Settlement.

59. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

60. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

61. Un-cashed Settlement Checks. Proceeds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered pursuant to Code of Civil Procedure section 384 to California's Unclaimed Property Fund.

62. Certification of Completion. Upon completion of administration of the Settlement, the

1 Settlement Administrator will provide a written declaration under oath to certify such completion to the
2 Court and counsel for all Parties.

3 63. Treatment of Individual Settlement Payments. The class action portion of all Individual
4 Settlement Payments will be allocated as follows: (a) one-third (1/3) of each Individual Settlement
5 Payment will be allocated as alleged unpaid wages for which IRS Forms W-2 will be issued; and (b)
6 two-thirds (2/3) will be allocated as alleged unpaid penalties for which IRS Forms 1099-MISC will be
7 issued. Payments issued to PAGA Members from the PAGA Fund will be treated as alleged unpaid
8 penalties for which IRS Forms 1099-MISC will be issued.

9 64. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
10 will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class
11 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
12 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
13 and penalties to the appropriate government authorities.

14 65. Tax Liability. The Parties make no representation as to the tax treatment or legal effect
15 of the payments called for hereunder, and Plaintiffs, Participating Class Members, and PAGA Members
16 are not relying on any statement, representation, or calculation by Defendant or by the Settlement
17 Administrator in this regard.

18 66. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
19 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
20 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
21 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
22 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
23 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
24 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
25 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
26 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
27 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
28 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX

1 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
2 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
3 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
4 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
5 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
6 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
7 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
8 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
9 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
10 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
11 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
12 AGREEMENT.

13 67. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
14 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
15 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
16 action or right herein released and discharged.

17 68. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
18 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
19 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
20 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
21 likewise be treated as void from the beginning.

22 69. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
23 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
24 Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b)
25 preliminary approval of the proposed Settlement Agreement, and (c) setting a date for a final fairness
26 hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class
27 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will
28 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the

1 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for
2 drafting all documents necessary to obtain preliminary approval, and all such documents shall be drafted
3 no later than 60 days after this Settlement Agreement is fully executed. Class Counsel will provide a
4 draft of the Motion for Preliminary Approval and proposed order at least five (5) business days before
5 the filing deadline for Defendant's comment and review. Class Counsel will give good faith
6 consideration to incorporating Defendant's comments.

7 70. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
8 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
9 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
10 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)
11 the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the Labor and
12 Workforce Development Agency Payment; and (e) all Settlement Administration Costs. Class Counsel
13 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also
14 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval
15 hearing. Class Counsel will provide a draft of the Motion for Final Approval and proposed order at least
16 five (5) business days before the filing deadline for Defendant's comment and review. Class Counsel
17 will give good faith consideration to incorporating Defendant's comments.

18 71. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
19 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
20 approval. The Parties will draft the Judgment together. After entry of the Judgment, the Court will have
21 continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the
22 terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as
23 may be appropriate under court rules or as set forth in this Settlement Agreement. A copy of the
24 Judgment will be posted to the Settlement Administrator's website.

25 72. General Release by Plaintiffs. Upon the Funding Date, and as a material term upon
26 which Defendant has relied in entering into this Settlement Agreement, in addition to the claims being
27 released by all Participating Class Members and PAGA Members, Plaintiffs will voluntarily and
28 knowingly release and forever discharge, to the fullest extent permitted by law, any and all known and

1 unknown claims, charges, complaints, claims, liabilities, obligations, promises, agreements, contracts,
2 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and
3 expenses of any kind that Plaintiffs may have against Defendant and the Released Parties.

4
5 This general release of claims includes, but is not limited to, claims for age and disability
6 discrimination under the FEHA; hostile work environment under the FEHA; retaliation under
7 the FEHA; failure to provide reasonable accommodation under the FEHA; failure to engage in
8 the interactive process under the FEHA; failure to prevent discrimination, harassment, or
9 retaliation under the FEHA; defamation; libel; breach of express oral contract not to terminate
10 without good cause; breach of implied-in-fact contract not to terminate without good cause;
11 negligent hiring, supervision, and retention; wrongful termination in violation of public policy;
12 intentional infliction of emotional distress; whistleblower retaliation (Labor Code § 1102.5);
13 failure to pay wages for all time worked at minimum wage (Labor Code §§ 1194, 1197); failure
14 to pay wages for all time worked at overtime pay (Labor Code §§ 204, 510, 558, 1194, 1198);
15 failure to include all remuneration when calculating the regular rate of pay for overtime wages
16 (Labor Code §§ 510, 1194); failure to authorize or permit meal periods (Labor Code §§ 226.7,
17 512, 558); failure to authorize or permit rest periods (Labor Code § 226.7); failure to provide
18 premium wages for meal or rest period violations at the regular rate of pay (Labor Code §
19 226.7); failure to adequately indemnify for employment-related losses or expenditures (Labor
20 Code § 2802); failure to provide complete and accurate wage statements (Labor Code § 226);
21 failure to timely pay all wages due at the time of separation of employment (Labor Code §§ 201-
22 203); unfair business practices (California Business & Professions Code § 17200); any claims
23 arising from a violation of any California Wage Order; and any other claims relating to
24 Plaintiffs' relationship with Defendant and the Released Parties.

25
26 73. This release also includes a release of any claims under any federal, state, or local laws
27 or regulations, including, but not limited to: (1) Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§
28 2000(e), *et seq.* and the Civil Rights Act of 1991, 2 U.S.C. §§ 601, *et seq.* (race, color, religion, sex, and

national origin discrimination); (2) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621, *et seq.* (age discrimination); (3) Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981 (race discrimination); (4) the Equal Pay Act of 1963, 29 U.S.C. § 206 (equal pay); (5) the California Fair Employment and Housing Act, California Government Code §§ 12900, *et seq.* (claims of retaliation or discrimination based on any protected characteristic or activity, including race, color, ancestry, national origin, religion, creed, age, disability, mental and physical, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions), hairstyle, request for leave, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military or veteran status); (6) the California Labor Code §§ 200, *et seq.* (salary, commission, compensation, overtime pay, benefits and other matters); (7) the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* (wage and hour matters, including overtime pay); (8) the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), 42 U.S.C. § 1395(c) (insurance matters); (9) Executive Order 11141 (age discrimination); (10) Section 503 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701, *et seq.* (disability discrimination); (11) the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, *et seq.* (employee benefits); (12) Title I or Title III of the Americans with Disabilities Act (disability discrimination); (13) any applicable California Industrial Welfare Commission Order, California Labor Code §§ 201-204, 210, 223, 225, 225.5, 226, 226.7, 226.8, 232, 232.5, 510, 512, 553, 558, 1174, 1174.5, 1175, 1182.11, 1182.12, 1194, 1197, 1197.1, and 1198 *et seq.* (wage, overtime, meal/rest period and other wage and hour matters); (14) the Economic Dislocation and Worker Adjustment Assistance Act, 41 U.S.C. §§ 701, *et seq.* or the Worker Adjustment and Retraining Notification Act (“WARN” Act), 29 U.S.C. §§ 2101-09 and California Labor Code §§ 1400, *et seq.* (job elimination or business closing or relocation issues); (15) the Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601, *et seq.* (leaves of absence); (16) the Moore-Brown-Roberti Family Rights Act, California Government Code §§ 12945.1, *et seq.* (leaves of absence); (17) the Older Worker Benefit Protection Act, 29 U.S.C. §§ 621, *et seq.* (age discrimination issues); (18) Section 503 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701, *et seq.* (disability discrimination); (19) the California Constitution, Article I, § 1 (privacy issues); (20) the California Constitution Article I, § 8 (discrimination issues); (21) the California Investigative Consumer Reporting Agencies Act, California Civil Code §§ 1786, *et seq.* (issues regarding gathering information from third

1 parties); (22) the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.* (issues involving gathering
2 information from third parties); (23) California Civil Code § 1798.81.5 (use of personal information);
3 (24) California Business & Professions Code §§ 17200, *et seq.* (unfair business practices); (25) the
4 Occupational Safety and Health Act of 1970, 29 U.S.C. § 553 *et seq.* and related California statutes and
5 regulations (workplace health and safety issues); (26) Genetic Information Nondiscrimination Act of
6 2008 (genetic information discrimination); and (27) the California Private Attorneys General Act of
7 2004 (“PAGA”), California Labor Code §§ 2698, *et seq.* (claims for penalties by aggrieved employees
8 for violations of the California Labor Code).

9
10 74. Plaintiffs acknowledge and agree that, as a material term of this Settlement Agreement,
11 they expressly release all rights and claims they know about, as well as those they may not know about.
12 Plaintiffs expressly waive all rights under Section 1542 of the Civil Code of the State of California,
13 which reads as follows:

14 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
15 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
16 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
17 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
18 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
19 PARTY.

20 75. Notwithstanding the provisions of § 1542, and for the purpose of implementing a full
21 and complete release and discharge of Defendant and the Releasees, Plaintiffs expressly acknowledge
22 that this Settlement Agreement is intended to include and does include in its effect, without limitation, all
23 claims that they do not know or suspect to exist in their favor, and that this Settlement Agreement
24 contemplates the extinguishment of any such claim or claims. Accordingly, if the facts relating in any
25 manner to this Settlement Agreement are found hereafter to be other than or different from the facts now
26 believed to be true, the general release of claims contained herein shall be effective as to all unknown
27 claims.

28 76. The general release is specifically intended to release age discrimination claims.

1 Plaintiffs specifically intend that this Settlement Agreement shall include a complete release of claims
2 under the Age Discrimination in Employment Act of 1967 (the “ADEA,” 29 U.S.C. §§ 621, *et seq.*), as
3 amended by the Older Workers’ Benefit Protection Act of 1990, except for any allegation that a breach
4 of this Act occurred following the effective date of this Settlement Agreement.

5 77. Plaintiffs agree and promise that this Settlement Agreement by Defendant represents
6 obligations by Defendant to each Plaintiff that are in addition to anything of value to which Plaintiffs
7 were otherwise entitled from Defendant, in order to effect a valid waiver of Plaintiffs’ claims under the
8 federal age discrimination laws. Plaintiffs acknowledges that One Hundred Dollars (\$100) for each of
9 them of their Class Representative Enhancement Payments constitute separate additional consideration
10 for their release of claims under the ADEA.

11 78. Plaintiffs are hereby advised to consult with an attorney prior to signing this Settlement
12 Agreement, because Plaintiffs are giving up significant legal rights. Plaintiffs acknowledge that they
13 have been so advised and have, in fact, considered whether to consult with an attorney prior to signing
14 this Settlement Agreement. Plaintiffs acknowledge that they have been given a reasonable period of time
15 (a maximum of 21 days, if Plaintiffs so choose) to consider this Settlement Agreement prior to signing it.
16 Plaintiffs understand that they have seven calendar days following their signing of this Settlement
17 Agreement to rescind it, but only insofar as it effects a release of a claim for violation of the ADEA, in
18 which case it shall remain fully effective in all other respects. To rescind this Settlement Agreement as to
19 the ADEA, Plaintiffs or their counsel agree to email a letter signed by Plaintiffs to Paul J. Leaf
20 (pleaf@seyfarth.com), by the end of the seven-day period. The remainder of this Settlement Agreement
21 shall remain in full force and effect, including, but not limited to, the clause requiring arbitration of
22 disputes. Plaintiffs are hereby advised that this Settlement Agreement does not waive or release any
23 rights or claims that Plaintiffs may have under the ADEA, or otherwise, which arise after the date
24 Plaintiffs sign this Settlement Agreement. Moreover, the general release does not include a release of any
25 claim that cannot be waived under applicable law, including but not limited to, vested benefits,
26 unemployment insurance, disability, social security, and workers’ compensation, to claims to enforce
27 this Settlement Agreement.

28 79. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the

terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

80. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

81. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid, unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

82. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

83. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

84. Deadlines Falling on Weekends or Holidays. To the extent that any deadline set forth in this Settlement Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

85. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

1 86. Execution and Counterparts. This Settlement Agreement is subject only to the execution
2 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
3 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
4 copies of the signature page, will be deemed to be one and the same instrument.

5 87. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
6 Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at
7 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
8 account all relevant factors, present and potential. The Parties further acknowledge that they are each
9 represented by competent counsel and that they have had an opportunity to consult with their counsel
10 regarding the fairness and reasonableness of this Settlement.

11 88. Invalidity of Any Provision. Before declaring any provision of this Settlement
12 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
13 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
14 valid and enforceable.

15 89. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
16 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
17 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
18 and either party may appeal any court order that materially alters the Settlement Agreement's material
19 terms. In the event that Class Counsel appeals a reduction of the requested award of attorneys' fees by
20 the Court, any appellate reduction of the attorneys' fees will be allocated to The Justice Gap Fund
21 maintained by The State Bar of California. The amount of reduction at issue in the appeal shall be held
22 by the Settlement Administrator in trust pending the outcome of the appeal.

23 90. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
24 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
25 approved, the stipulation to certification will be void. The Parties further agree that certification for
26 purposes of the Settlement is not an admission that class action certification is proper under the standards
27 applied to contested certification motions and that this Settlement Agreement will not be admissible in
28 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendant

1 is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

2 91. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
3 that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In
4 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any
5 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
6 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
7 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
8 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
9 of the negotiations connected with it, will be construed as an admission or concession by Defendant of
10 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
11 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
12 offered or received as evidence in any action or proceeding to establish any liability or admission on the
13 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-
14 compliance with, federal, state, local or other applicable law.

15 92. No Public Comment: Prior to Preliminary Approval, the Parties and their counsel agree
16 that they will not issue any press releases, initiate any contact with the press, respond to any press
17 inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.

18 93. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
19 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
20 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

21 94. Enforcement Actions. In the event that one or more of the Parties institutes any legal
22 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
23 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
24 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
25 expert witness fees incurred in connection with any enforcement actions.

26 95. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
27 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
28 more strictly against one party than another merely by virtue of the fact that it may have been prepared

by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

96. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

97. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

98. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

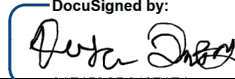
99. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

100. Interim Stay of Litigation: Plaintiff and Defendant agree to stay all proceedings in the Actions, including with respect to California Code of Civil Procedure Section 583.310, except such proceedings necessary to implement and complete the Settlement Agreement, pending Preliminary Approval and Final Approval of the Settlement Agreement by the Court.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 2/17/2025

DocuSigned by:

 01F45ZCD64074E4...
 Joyce Dempsey

PLAINTIFF

Dated: _____

 Sylvia Redding

1 by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations
2 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

3 96. Representation By Counsel. The Parties acknowledge that they have been represented
4 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
5 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
6 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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8 this Settlement Agreement herein will be subject to final Court approval.

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10 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
11 Settlement Agreement.

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13 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
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15 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
16 otherwise might apply under federal or state law.

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18 Actions, including with respect to California Code of Civil Procedure Section 583.310, except such
19 proceedings necessary to implement and complete the Settlement Agreement, pending Preliminary
20 Approval and Final Approval of the Settlement Agreement by the Court.

21 **READ CAREFULLY BEFORE SIGNING**

22 **PLAINTIFF**

23
24 Dated: _____

Joyce Dempsey

25 **PLAINTIFF**

26
27 Dated: 3-13-25

Sylvia Redding
Sylvia Redding

Tiffanie Burkhalter, CFO

DEFENDANT

J.M.

Dated: _____

[Please Print Name of Authorized Signatory]

Raley's

APPROVED AS TO FORM

CAPSTONE LAW APC

Raul Perez

Dated: 2/17/2025

By:

Raul Perez

Attorneys for Plaintiff Joyce Dempsey and Sylvia Redding

SEYFARTH SHAW LLP

Jon D. Meer

Dated: 3/17/25

By:

Jon D. Meer

Attorneys for Defendant Raley's

Exhibit A

Joyce Dempsey and Sylvia Redding v. Raley's, No. 34-2021-00308264-CU-OE-GDS
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF SACRAMENTO
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

Si desea una traducción al Español de este Aviso, por favor llame al administrador al ***--*******

To: All current and former non-exempt employees who work or worked for Defendant Raley's or its related entities (Bel Air Mart dba Bel Air, Nob Hill General Store, Inc. dba Nob Hill Foods, Warehouse Concepts dba Food Source, and Market 5ONE5) (collectively "Defendant") in the State of California at any time during the period from August 25, 2017 through December 10, 2024] ("Class Members").

All current and former non-exempt employees who work or worked for Defendant or its related entities (Bel Air Mart dba Bel Air, Nob Hill General Store, Inc. dba Nob Hill Foods, Warehouse Concepts dba Food Source, and Market 5ONE5) in the State of California at any time during the period from July 15, 2020 through December 10, 2024 ("PAGA Members").

On [REDACTED], the Honorable Lauri A. Damrell of the Sacramento County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendant's records indicate that you are a Class Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at [REDACTED]:00 [REDACTED].m. on [REDACTED], 2025 in Department 22 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California 95814.

Class Members may appear at the Final Fairness Hearing in person or remotely using the Department's Zoom link or phone number: To join by Zoom link: <https://saccourt-cagov.zoomgov.com/join/join-1234567890>; To join by phone: (833) 568-8864 / ID: 16184738886

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [\[settlement website\]](#) for any scheduling changes.

If you move, you must send the Settlement Administrator your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be deemed a "Participating Class Member," and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims against Defendant based on the same facts alleged in the Action during the Class Period.
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [DATE]	If you don't want to participate in the proposed class settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and must give up their rights to pursue PAGA penalty claims against Defendant based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Department 22 of the Sacramento County Superior Court, located at 720 9th Street, Sacramento, California 95814. 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. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement and Release.

Summary of the Litigation

On [REDACTED], Plaintiffs Joyce Dempsey and Sylvia Redding ("Plaintiffs"), on behalf of themselves, other current and former non-exempt employees of Defendant in California, and the State of California, filed a First Amended Class Action Complaint and Enforcement Under the Private Attorney General Act ("PAGA") in the Superior Court of the State of California, County of Sacramento, Case No. 34-2021-00308264-CU-OE-GDS, alleging that Defendant violated California state labor laws as a result of its alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide and authorize employees with meal and rest breaks and pay premium payments for improper breaks; (3) timely pay all wages owed to employees during each pay period and upon separation of their employment; (4) reimburse employees for necessary business expenses; (5) provide employees with accurate, itemized wage statements and maintain accurate payroll records; (6) pay vested vacation time upon termination; (7) provide reporting time pay; (8) provide sick pay; and (9) provide one day's rest in seven days. Plaintiffs also allege that Defendant violated California's Business & Professions Code §§ 17200, *et seq.*, and brought an enforcement action for civil penalties under PAGA.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On April 13, 2024, the parties participated in a mediation with Daniel Turner, Esq., an experienced and well-respected class action mediator. With Mr. Turner's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims in September 2024.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC and Lawyers for Justice, P.C. ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit,

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Class Counsel also recognize that the risk and expense of continued litigation justify settlement, given that Defendant has asserted multiple defenses to each claim.

Defendant has denied, and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs' claims. By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action or a representative PAGA action. Defendant has agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendant have agreed to settle the underlying class and PAGA claims in exchange for a Gross Settlement Amount of \$5,700,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$10,000, each to Joyce Dempsey and Sylvia Redding for services on behalf of the class, and for a release of all claims arising out of their employment with Defendant; (3) \$1,900,000 in attorneys' fees and up to \$25,000 in litigation costs and expenses; (4) a \$100,000 settlement of claims under PAGA inclusive of a \$75,000 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$25,000 payment ("PAGA Fund") to all PAGA Members (this 75% vs. 25% split of the \$100,000 is required by law); and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$80,000. After deducting the above payments, a total of approximately \$3,575,000 will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$25,000 PAGA Fund, regardless whether they opt out of the Settlement Class, and no PAGA Member may opt out of the PAGA portion of the settlement.

Payments from the Net Settlement Fund. Defendant will calculate the total number of Workweeks worked by each Class Member from August 25, 2017 through December 10, 2024 ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks during the Class Period, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Members as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendant's records, you worked during the Class Period in a non-exempt position in California for a total of [REDACTED] Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ [REDACTED].

Payments from the PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Member from July 15, 2020 through December 10, 2024 ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods during the PAGA Period, resulting in the "PAGA Pay Period Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Pay Periods by the PAGA Pay Period Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA Fund even if he/she/they submits a valid Request for Exclusion.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position in California for a total of [REDACTED] Pay Periods. Accordingly, your estimated payment from the PAGA Fund is approximately \$ ____.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ [redacted]. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

c/o _____

Fax No. _____

If you dispute the information stated above, Defendant's records will control, unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the Settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this Settlement, 1/3 of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 2/3 will be allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA Members from the PAGA Fund will be treated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, on the date on which Defendant fully funds the Gross Settlement Amount, you will be deemed to have released or waived the Released Class Claims during the Class Period, and if you are also a PAGA Member, the Released PAGA Claims during the PAGA Period as well.

Released Class Claims: All claims, rights, demands, charges, complaints, causes of action, penalties, interest, attorneys' fees, costs, obligations, damages, restitution, declaratory relief, equitable or injunctive relief, or liability of any and every kind against Defendant and the Released Parties that were pleaded or that could have been pleaded based on the factual allegations set forth in all Complaints and PAGA Letters in the Actions, including the First Amended Complaint, during the Class Period. The Released Class Claims include, but are not limited to: (1) all claims for alleged failure to pay straight time, overtime, or double time wages, failure to pay wages for off-the-clock work, and failure to pay other wages of any kind during employment under state and federal law, including the California Labor Code and IWC Wage Orders; (2) failure to provide meal periods or properly pay meal period premiums; (3) failure to authorize and permit rest periods or properly pay rest period premiums; (4) failure to pay minimum wages; (5) failure to properly pay final wages due at separation; (6) failure to provide accurate and itemized wage statements; (7) failure to reimburse for necessary business expenditures; (8) failure to provide reporting time pay; (9) claims arising from the failure to pay at the regular rate of pay; (10) requiring employees to perform seven consecutive days of work; (11) untimely payment of wages during employment; (12) failure to properly pay vacation time; (13) failure to properly pay sick time, including COVID sick pay and kin care; (14) claims brought under Business & Professions Code Section 17200 *et seq.* including, but not limited to, all claims for unfair and unlawful conduct to Class Members based on the preceding claims; (15) penalties of any nature based on the preceding claims (excluding PAGA penalties), including waiting time and wage statement penalties under the California Labor Code; (16) interest based on the preceding released claims; (17)

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

claims under the Fair Labor Standards Act based on the preceding released claims; and (18) attorneys' fees and costs based on the preceding released claims. The release of the Released Class Claims by Participating Class Members, and each of their respective current, future, or former executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, is a material term of this Settlement.

Released PAGA Claims: All claims, rights, demands, charges, complaints, causes of action, penalties, interest, attorneys' fees, costs, obligations, or liability of any and every kind against Defendant and the Released Parties accruing during the PAGA Period for PAGA civil penalties arising out of or related to the facts alleged in all Complaints and PAGA Letters in the Actions, including the First Amended Complaint. The Released PAGA Claims include, but are not limited to, claims for civil penalties under PAGA that are premised upon Labor Code Sections 201, 202, 203, 204, 221, 226, 226.7, 227.3, 233, 246, 246.5, 247.5, 510, 512, 551, 552, 1174, 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2810.5, and 2802, as well as any applicable IWC Wage Order based on the preceding. The Released PAGA Claims shall include any remedies for any of the claims described herein. The release of the Released PAGA Claims by Plaintiffs, PAGA Members, the Attorney General of the State of California, the LWDA, and each of their respective current, future, or former executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, is a material term of this Settlement.

Option 2 – Request for Exclusion of the Settlement

If you do not wish to participate in the class action portion of the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below.

Settlement Administrator
c/o _____

The Request for Exclusion must be postmarked not later than [REDACTED], 2025. If you submit a Request for Exclusion which is not postmarked by [REDACTED], 2025, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement. In the alternative, you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, wet signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address].

All written objections must be received by the administrator by no later than [REDACTED] 2025. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

the directions described above in Option 2. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for [REDACTED] at [REDACTED] a.m./p.m. in the Superior Court of the State of California, for the County of Sacramento and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing. However, any attorney who will represent an individual objecting to the settlement must file a notice of appearance with the Court and serve Class Counsel and Defendant's Counsel no later than [RESPONSE DEADLINE].

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement is only a summary of the case and the settlement. For a more detailed statement of the matters involved in the case and the settlement, you may refer to the pleadings, the settlement agreement, and other papers filed in the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator or Class Counsel.

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: Number

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT'S ATTORNEYS WITH INQUIRIES.