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11 **and the Class**

12 **SUPERIOR COURT OF CALIFORNIA**

13 **IN AND FOR THE COUNTY OF HUMBOLDT**

14 **JESSICA COLLARD, an individual,**

15 **Plaintiff,**

16 **vs.**

17 **MURPHY'S MARKETS, INC., a corporation;**  
18 **and DOES 1-100, inclusive,**

19 **Defendants.**

20 **Case No.: CV2101368**

21 **DECLARATION OF KEVIN LEE**  
22 **REGARDING NOTICE AND**  
23 **SETTLEMENT ADMINISTRATION**

**DECLARATION OF KEVIN LEE**

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Collard v. Murphy’s Markets, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Class and Representative Action Settlement and Release of Claims (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Proposed Class Action Settlement* and *Notice of Settlement Award Form* (“Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from September 23, 2017 to January 31, 2023 (“Class Period”) and the number of workweeks that each Aggrieved Employee worked during the time period from September 4, 2020 to January 31, 2023 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Settlement Shares to Class Members; (vi) calculating and issuing the Settlement Shares and distributing them to Settlement Class Members and PAGA Payment Share to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement Award to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On August 10, 2023, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and dates of employment for each Class Member (“Class List”) during the Class Period. The final mailing list contained six hundred one (601) individuals identified as Class Members.

1           4.       On August 21, 2023, Phoenix conducted a National Change of Address (“NCOA”)  
2 search in an attempt to update the class list of addresses as accurately as possible. A search of this  
3 database provides updated addresses for any individual who has moved in the previous four (4) years  
4 and notified the U.S. Postal Service of their change of address.

5           5.       On August 21, 2023, Phoenix mailed the Notice via U.S. first class mail, in English and  
6 Spanish, to all six hundred one (601) Class Members on the Class List. A true and correct copy of the  
7 mailed Notice is attached hereto as **Exhibit A**.

8           6.       As of the date of this declaration, fifty-three (53) Notices have been returned to Phoenix.  
9 None were returned with a forwarding address. For the fifty-three (53) Notices returned from the Post  
10 Office without a forwarding address, Phoenix attempted to locate a current mailing address using  
11 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of  
12 the fifty-three (53) Notices that were skip traced, forty-three (43) updated addresses were obtained and  
13 the Notice was promptly re-mailed to those Class Members via first class mail.

14          7.       As of the date of this declaration, seventeen (17) Notices remain undeliverable,  
15 specifically, ten (10) are undeliverable since an updated address could not be obtained via skip trace,  
16 while seven (7) are undeliverable since they were returned by the Post Office after a second mailing.

17          8.       As of the date of this declaration, Phoenix has received four (4) Requests for Exclusion  
18 from Class Members. The deadline to request exclusion from the Class Settlement was October 5,  
19 2023.

20          9.       As of the date of this declaration, Phoenix has received zero (0) Objections from Class  
21 Members. The deadline for objecting to the Class Settlement was October 5, 2023.

22          10.       As of the date of this declaration, Phoenix has received zero (0) Workweek disputes  
23 from Class Members. The deadline for submitting a dispute was October 5, 2023.

24          11.       There are five hundred ninety-seven (597) Class Members who did not submit timely  
25 and valid Requests for Exclusion and are therefore deemed Settlement Class Members, representing  
26 99.33% of the Class. Settlement Class Members have worked a collective total of forty-three thousand  
27 seven hundred fifty-nine (43,759) Workweeks during the Class Period. Each Workweek is valued at  
28 approximately \$3.56.

1           12.     The Escalator Clause of the Settlement Agreement indicates if the number of  
2 Workweeks exceeds 44,888 by more than 10%, then the Maximum Settlement Amount shall increase  
3 pro-rata with a 10% grace margin. Because the total number of Workweeks did not exceed this cap, the  
4 Escalator Clause was not triggered.

5           13.     The Net Settlement Amount of \$193,479.55 available to pay Settlement Class Members  
6 was determined by subtracting the requested Class Counsel attorneys' fees (\$133,333.00), and Class  
7 Counsel costs (\$16,687.45), requested Enhancement Award to Plaintiff Collard (\$7,500.00), the PAGA  
8 Amount (\$40,000.00), and the requested Settlement Administration Costs (\$9,000.00) from the  
9 Maximum Settlement Amount (\$400,000.00).

10          14.     From the Net Settlement Amount, \$37,539.00 was allocated to Former Employee  
11 Subclass Members whose employment with defendant ended any time on or during the timeframe from  
12 September 23, 2018 to January 31, 2023. There are three hundred seventy-two (372) former employees,  
13 who will receive equal payments of \$100.91 each ( $\$37,539 / 372 \text{ former employees} = \$100.91$ ). Such  
14 amounts will be paid in addition to the Settlement Share figures referenced below.

15          15.     Additionally, the balance of the Net Settlement Amount is to be distributed to all  
16 Settlement Class members. Based upon the calculations stipulated in the Settlement, the highest  
17 Settlement Share to be paid from the remainder is approximately \$994.25, the lowest Settlement Share  
18 to be paid from the remainder is approximately \$3.56, while the average Settlement Share to be paid  
19 from the remainder is approximately \$261.21. Settlement Class Members will be issued payment of  
20 their Settlement Shares subject to reduction for the employee's share of taxes and withholdings with  
21 respect to the wages portion of the Settlement Share.

22          16.     Additionally, \$40,000.00 of the Maximum Settlement Amount has been allocated  
23 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or  
24 \$30,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or  
25 \$10,000.00, of which shall be paid to all current and former hourly non-exempt individuals who are or  
26 were employed by Defendant during the PAGA Period. There are three hundred ninety-five (395)  
27 Aggrieved Employees who worked a total of twenty-three thousand eight hundred fifty-three (23,853)  
28

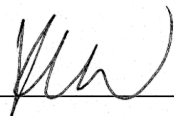
workweeks during the PAGA Period. The highest PAGA Payment Share to be paid is approximately \$52.82, and the average PAGA Payment Share to be paid is approximately \$25.32.

17. Pursuant to the Settlement, Defendant has agreed to fund the employer's share of payroll taxes due separately and apart from the Maximum Settlement Amount.

18. Phoenix's costs associated with the administration of this matter are \$9,000.00. This includes all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Executed this 8<sup>th</sup> day of November 2023, at Orange, California.

  
\_\_\_\_\_  
KEVIN LEE

## **Exhibit A**

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF HUMBOLDT

JESSICA COLLARD,

Plaintiff,

vs.

MURPHY'S MARKETS, INC., a corporation; and DOES  
1-100, inclusive,

Defendants.

CASE NO. CV2101368

CLASS ACTION

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT, AND  
HEARING DATE FOR FINAL COURT APPROVAL OF  
SETTLEMENT

**ATTENTION: ALL CURRENT AND FORMER CALIFORNIA NON-EXEMPT EMPLOYEES OF MURPHY'S MARKETS, INC. WHO WORKED AT LEAST ONE SHIFT FROM SEPTEMBER 23, 2017 THROUGH JANUARY 31, 2023:**

**PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION AND PAGA LITIGATION. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO RECEIVE PAYMENT OR TO OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.**

**IF YOU DO NOT WISH TO RECEIVE PAYMENT UNDER THE SETTLEMENT OR PARTICIPATE IN THE SETTLEMENT YOU MUST REQUEST TO BE EXCLUDED FROM THE SETTLEMENT CLASS ON OR BEFORE OCTOBER 5, 2023.**

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California for Humboldt County entered August 2, 2023, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the Parties in the above-captioned lawsuit pending in the Superior Court of the State of California for the County of Humboldt on behalf of all current and former California non-exempt employees of Murphy's Markets, Inc. who worked at least one shift at any time between September 23, 2017 through January 31, 2023 (the "Settlement Class" or "Class Members"); the Settlement Class does not include persons who submit valid Requests for Exclusion (as explained below), or who previously settled, released or received awards for claims covered by the Settlement. Included within the Settlement Class is the Former Employee Subclass, consisting of all former non-exempt employees who worked directly for Murphy's Markets, Inc. from September 23, 2018 through January 31, 2023.

Additionally, and for purposes of a release of claims for civil penalties under the Private Attorneys General Act ("PAGA", Lab. Code § 2698 et seq.), the Parties have stipulated to the PAGA Group, consisting of persons who were employed in California by Murphy's Markets, Inc. as nonexempt employees at any time from September 4, 2020 through January 31, 2023.

"Released Parties" means Murphy's Markets, Inc. and its parents, predecessors, successors, subsidiaries, affiliates, partners, owners, assigns, franchisors, and trusts, and all of its employees, officers, agents, attorneys, stockholders, fiduciaries, and other service providers including, but not limited to, Murchison Cumming LLP.

You have received this notice because records indicate you are a Class Member. This notice is to advise you of how you can either participate in the Settlement or be excluded from the Settlement.

**I. BACKGROUND OF THE CASE**

On September 23, 2021, Plaintiff Jessica Collard filed a complaint in the Humboldt County Superior Court. This complaint included class action wage and hour allegations on behalf of all non-exempt employees who worked for Murphy's Markets, Inc. within California. Plaintiff has also asserted individual discrimination claims arising from her former employment (those claims have been settled separately). On November 28, 2021, Plaintiff filed her First Amended Complaint to include a representative PAGA claim. On May 15, 2023, and pursuant to the terms of this Settlement, Plaintiff filed a Second Amended Complaint to add additional allegations regarding rest and meal periods. The term "Action" means this putative class and PAGA action pending in Humboldt County Superior Court, Case No. CV2101368. The Class Period is between September 23, 2017, through January 31, 2023 (the "Class Period").

Plaintiff alleges in the Action that Murphy's Markets, Inc. failed to properly calculate and pay overtime and double time wages, failed to provide meal and rest periods or pay premiums at the correct rate, failed to provide accurate wage statements, failed to properly calculate and pay sick pay, failed to timely pay final wages, engaged in unfair competition, and violated the Private Attorneys General Act ("PAGA"), on behalf of Class Members during the Class Period. Plaintiff's Second Amended Complaint seeks recovery of unpaid wages, penalties, interest, and attorneys' fees and costs. Murphy's Markets, Inc. denies all claims, and denies that Plaintiff and the Class Members are entitled to any recovery.

The Action has been actively litigated. There have been ongoing investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties participated in private mediation before well-respected class action mediator Daniel Ben-Zvi, Esq. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Murphy's Markets, Inc. continue to deny all allegations and

claims.

The Parties have entered into a Joint Stipulation of Class Action and PAGA Settlement and Release, which has been preliminarily approved by the Court.

If you are part of the Settlement Class, you have the opportunity to participate in the Settlement, to exclude yourself (“opt out”) from the Settlement, or to object to the Settlement.

## **II. SUMMARY OF THE PROPOSED SETTLEMENT**

### **A. The Amount of the Settlement**

Under the terms of the Settlement, Murphy’s Markets, Inc. agrees to pay a Maximum Settlement Amount of \$400,000 for all claims asserted on behalf of Class Members, damages, attorneys’ fees, costs, the enhancement award, penalties, and claims administration expenses (“Maximum Settlement Amount”). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed one third of the Maximum Settlement Amount, or \$133,333, reasonable costs of suit up to \$20,000, an Enhancement Award to the Class representative not to exceed \$7,500, the fees and expenses of the Settlement Administrator, not to exceed \$9,000, and \$30,000 payable to the California Labor and Workforce Development Agency (“LWDA”) for alleged PAGA penalties, which will result in a “Net Settlement Amount” for distribution to all Class Members. As explained further below, the amount of each Class Member’s Settlement Award will depend on the number of weeks worked by Class Members during the Class Period. The entire Net Settlement Amount will be paid out to Class Members. The employer taxes on the wage portion of the Settlement Awards will be paid separately by Murphy’s Markets, Inc.

The Notice of Settlement Award Form enclosed herewith lists, for each Class Member, the number of weeks each Class Member worked during the Class Period and his/her estimated Settlement Award. The value of the actual Settlement Awards may be more or less depending upon the total number of weeks worked by participating Class Members and the Court’s final approval order.

### **B. Settlement Formula, and Settlement Awards**

Murphy’s Markets, Inc. will pay Settlement Awards through the Settlement Administrator, Phoenix Class Action Administration Solutions, to each Class Member who has not submitted a Request for Exclusion from the Settlement (“Participating Class Members”). All Settlement Awards will be subject to appropriate taxation. Settlement Awards to Class Members will be based on the ratio of the number of weeks worked by each individual Class Member during the Class Period in proportion to the total number of weeks worked by all Participating Class Members during the Class Period. The number of workweeks will be determined by reference to Murphy’s Markets, Inc.’s records. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down; however, if a Class Member worked only one day, such Class Member will be credited with having worked one workweek for purposes of the Settlement.

The amounts distributed to the Class will be allocated as follows: 25 percent will be allocated to alleged unpaid wages and 75 percent will be allocated to statutory penalties and interest. IRS Forms W-2 and 1099-MISC will issue, as appropriate.

Receipt of the Settlement Awards will not entitle any Class Member to additional compensation or benefits under any company compensation or benefit plan or agreement in place during the period covered by the Settlement.

### **D. Release of Claims**

On the Effective Date, each Class Member who has not submitted a valid Request for Exclusion fully releases and discharges the Released Parties from (i) causes of action and claims that were alleged in the Class Action or reasonably could have been alleged based on the facts and legal theories contained in the Second Amended Class and Representative Complaint which arose during the Class Period, including all of the following claims for relief: (i) failure to pay and timely pay overtime wages and double time wages due during the course of employment; (ii) failure to provide paid sick leave; (iii) failure to provide meal periods or compensation in lieu thereof; (iv) failure to provide rest periods or compensation in lieu thereof; (v) failure to provide complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (viii) all claims under PAGA that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in Plaintiff’s Complaint; (ix) any claim for costs and attorneys’ fees and expenses, and any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders. Participating Class Members who cash their checks are deemed to have waived all claims under the Settlement. Participating Class Members who are currently employed by Defendant and who participate in the Settlement and receive a payment thereunder shall, by virtue of the same, release any Labor Code section 203 claims for failure to pay wages due and owing at the end of employment based upon the claims set forth above in Paragraph 69(i).

### **E. Resolution of Workweek Disputes**

If a Class Member disputes the accuracy of Murphy’s Markets, Inc.’s records as to the number of workweeks worked, any documentation supporting such dispute must be submitted to the Settlement Administrator with the Notice of Settlement Award Form on or before October 5, 2023. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator’s decision on all disputes will be final and binding.

**F. Enhancement Award for the Class Representative**

Subject to approval by the Court, Class Representative will receive an Enhancement Award up to \$7,500. This payment will be made for her service as Class Representative, including active participation in prosecution of the Action, as well as willingness to accept the risk of incurring Class Counsel's costs or paying Murphy's Markets, Inc.'s attorneys' fees and costs for an unsuccessful outcome in the Action.

**G. Attorneys' Fees and Costs**

As consideration for the Settlement and in exchange for the release by the Settlement Class, Murphy's Markets, Inc. agree to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of one-third of the Maximum Settlement Amount, or \$133,333 and reasonable attorneys' costs of up to \$20,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

**H. Reasonableness of Settlement**

All attorneys for the Parties to the Action believe the amounts for attorneys' fees and costs requested are fair and reasonable. The Class Representative and Class Counsel support this Settlement. Among the reasons for support are the complete defenses to liability potentially available to Murphy's Markets, Inc., the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation.

**III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER**

**A. Excluding Yourself from the Settlement**

If you do not wish to participate in the Settlement, you may be excluded (i.e., "opt out") by submitting a timely written request to the Settlement Administrator stating you have received notice of the Settlement, decided not to participate in the Settlement, and desire to be excluded from the Settlement, or words to that effect ("Request for Exclusion"). Your Request for Exclusion must also state your full name, address, date of birth, and the dates you were employed by Murphy's Markets, Inc. as a non-exempt employee in California. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail or the equivalent, to:

Murphy's Markets, Inc.  
c/o Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Telephone: (800) 523-5773

"I elect to opt-out of the *Collard v. Murphy's Markets, Inc.* class action settlement. I understand that by doing so, I will not be able to participate in the settlement, and will not receive a share of the settlement."

The Request for Exclusion must be postmarked no later than October 5, 2023. If you submit a Request for Exclusion which is not postmarked by October 5, 2023, your Request for Exclusion will be rejected and you will be bound by the Release and all other Settlement terms. If the Request for Exclusion is sent from within the United States it must be sent through the United States Postal Service by First Class Mail, or the equivalent. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your Request for Exclusion.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Settlement Administrator, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, shall not be entitled to object to the Settlement, shall receive no benefits from the Settlement, shall not be deemed to have relinquished the Released Claims against the Released Parties, and, at his or her own expense, may pursue any claims he or she may have against the Released Parties. If an individual submits both an executed Claim Form and a Request for Exclusion, the Request for Exclusion will be deemed invalid, and the individual will be included in the Settlement Class and will be bound by the terms of the Settlement.

**B. Objecting to Settlement**

If you do not exclude yourself from the Settlement, you can object to the terms of the Settlement before Final Approval. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. To object, you must file a written objection and a notice of intention to appear at the Final Approval hearing currently set for December 11, 2023 at 10:30 a.m. (Pacific Time) in Courtroom 4. You must file the written objection and notice of intention to appear at the Final Approval Hearing with the Clerk of the Court, Humboldt County Superior Court, 925 Fifth St., Eureka, CA 95501, and send copies to the Settlement Administrator, and Counsel as follows:

CLASS COUNSEL

ROBERT J. WASSERMANN  
JOHN P. BRISCOE  
MAYALL HURLEY P.C.  
112 S. Church St.  
Lodi, CA 95240

COUNSEL FOR MURPHY'S MARKETS, INC.

LAURIE E. YOON  
KENNETH H. MORENO  
MURCHISON CUMMING LLP  
2165 N. California Blvd.  
Walnut Creek, CA 94596

Any written objection must state each specific reason in support of your objection and any legal support for each objection. Your objection must also state your full name, address, date of birth, and the dates of you were employed as a non-exempt employee in California by Murphy's Markets, Inc. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court and delivered to the Settlement Administrator and each of the above-listed attorneys no later than 45 calendar days after the Settlement Administrator mails the Notice and the Notice of Settlement Award Form to the Class Members, or October 5, 2023. **DO NOT TELEPHONE THE COURT.**

If you choose to file an objection to the terms of this Settlement, you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney at your own expense. To do so, you must file an Entry of Appearance with the Clerk of the Humboldt County Superior Court, and deliver copies to the Settlement Administrator and each of the attorneys listed above. Such Entry of Appearance must be filed with the Court and delivered to the above attorneys no later than 45 days after the Settlement Administrator mails the Notice and the Notice of Settlement Award Form to Class Members. You will then continue as a Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your own attorney. The final fairness hearing at which the Court will be asked to approve the Settlement will be at 10:30 a.m. (Pacific Time) on December 11, 2023, in Courtroom 4, or such other later date as the Court may authorize.

#### **IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS**

Upon Final Approval being granted by the Court, each and every Class Member who does not opt out of the Settlement, will release Murphy's Markets, Inc. and the Released Parties from the Released Claims as described above. In other words, if you were employed as a Class Member by Murphy's Markets, Inc. in California during the Class Period, and you do not exclude yourself from the Settlement Class, you will be deemed to have entered into this release and to have released the above-described Released Claims. In addition, you will be barred from ever suing Murphy's Markets, Inc. and the Released Parties with respect to the Released Claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

#### **V. FINAL SETTLEMENT APPROVAL HEARING**

The Court will hold a remote hearing via Zoom in Courtroom 4 of the Superior Court of the State of California for the County of Humboldt, 925 Fifth St., Eureka, CA 95501, on December 11, 2023 at 10:30 a.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Zoom link to appear at the hearing is <https://www.zoomgov.com/j/1604872824>. The Courtroom 4 Zoom ID is: 1604872824. To appear at the hearing telephonically, call 1(833)568-8864 and enter the Zoom ID. The Court also will be asked at the Final Approval Hearing to approve Class Counsel's request for attorneys' fees and costs, the costs of administration, and the Enhancement Award to be paid to the Class Representative. Class Counsel's application for attorneys' fees and litigation costs will be on file with the Court no later than November 16, 2023, and will be available for review after that date. Class Counsel are seeking approval of a total of not more than one-third of the Maximum Settlement Amount for attorneys' fees not to exceed \$133,333 and reasonable costs not to exceed \$20,000.

The hearing may be continued without further notice to the Settlement Class. It is not necessary for you to appear at this hearing, unless you wish to object to the Settlement.

#### **VI. ADDITIONAL INFORMATION**

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you should consult the detailed "Joint Stipulation of Class Action and PAGA Settlement and Release" between Plaintiff and Murphy's Markets, Inc. which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Joint Stipulation of Settlement, may be examined by visiting the Court Clerk at any time between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court Holidays, in the Clerk's Office located at the 925 Fifth St., Eureka, CA 95501.

If you want additional information about this lawsuit and its proceedings, you can contact Class Counsel:

ROBERT J. WASSERMANN  
JOHN P. BRISCOE  
MAYALL HURLEY P.C.  
112 S. Church St.  
Lodi, CA 95240  
Telephone: (209) 477-3833  
Facsimile: (209) 473-4818  
[rwassermann@mayallaw.com](mailto:rwassermann@mayallaw.com)  
[jbriscoe@mayallaw.com](mailto:jbriscoe@mayallaw.com)  
[www.mayallaw.com](http://www.mayallaw.com)

**PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK  
FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.  
BY ORDER OF THE SUPERIOR COURT**

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA  
PARA EL CONDADO DE HUMBOLDT

JESSICA COLLARD

Demandante,

vs.

MURPHY'S MARKETS, INC., una corporación; y  
Asociados, inclusive,

Demandados.

CASO NÚMERO CV2101368

DEMANDA COLECTIVA

NOTIFICACIÓN DE LA PROPUESTA DE ACUERDO DE  
DEMANDA COLECTIVA Y FECHA DE LA AUDIENCIA PARA LA  
APROBACIÓN JUDICIAL DEFINITIVA DEL ACUERDO

**ATENCIÓN: TODOS LOS EMPLEADOS ACTUALES Y ANTERIORES NO EXENTOS DE CALIFORNIA DE MURPHY'S MARKETS, INC. QUE TRABAJARON AL MENOS UN TURNO DESDE EL 23 DE SEPTIEMBRE DE 2017 HASTA EL 31 DE ENERO DE 2023:**

**LEA ATENTAMENTE ESTE AVISO. ESTE AVISO SE REFIERE A UNA PROPUESTA DE ACUERDO DE DEMANDA COLECTIVA Y LITIGIO DE PAGA. SI USTED ES MIEMBRO DE LA CLASE DE DEMANDANTES, CONTIENE INFORMACIÓN IMPORTANTE SOBRE SU DERECHO A RECIBIR EL PAGO O A OPTAR POR NO PARTICIPAR EN EL ACUERDO DE CONFORMIDAD CON LOS PROCEDIMIENTOS DESCRITOS A CONTINUACIÓN.**

**SI NO DESEA RECIBIR UN PAGO EN VIRTUD DEL ACUERDO O PARTICIPAR EN EL MISMO, DEBE SOLICITAR SU EXCLUSIÓN DE LA CLASE DEL ACUERDO ANTES DEL 5 DE OCTUBRE DE 2023.**

De conformidad con la Orden que Concede la Aprobación Preliminar de la Demanda Colectiva y el Acuerdo PAGA del Tribunal Superior del Estado de California para el Condado de Humboldt registrada el 2 de agosto de 2023, POR LA PRESENTE SE LE NOTIFICA LO SIGUIENTE:

Se ha alcanzado un acuerdo de demanda colectiva entre las Partes en la demanda arriba mencionada pendiente en el Tribunal Superior del Estado de California para el Condado de Humboldt en nombre de todos los empleados actuales y anteriores no exentos de California de Murphy's Markets, Inc. que trabajaron al menos un turno en cualquier momento entre el 23 de septiembre de 2017 y el 31 de enero de 2023 (la "Clase del Acuerdo" o los "Miembros de la Clase"); la Clase del Acuerdo no incluye a las personas que presentan Solicitudes de Exclusión válidas (como se explica a continuación), o que previamente resolvieron, liberaron o recibieron indemnizaciones por reclamaciones cubiertas por el Acuerdo. Incluida dentro de la Clase del Acuerdo está la Subclase de Exempleados, que consiste en todos los exempleados no exentos que trabajaron directamente para Murphy's Markets, Inc. desde el 23 de septiembre de 2018 hasta el 31 de enero de 2023.

Además, y a efectos de una exención de reclamaciones por sanciones civiles en virtud de la Ley de Abogados Generales Privados ("PAGA", Código de Laboratorio § 2698 y siguientes), las Partes han estipulado la Clase PAGA, formado por las personas que fueron empleadas en California por Murphy's Markets, Inc. como empleados no exentos en cualquier momento desde el 4 de septiembre de 2020 hasta el 31 de enero de 2023.

"Partes Exoneradas" significa Murphy's Markets, Inc. y sus empresas matrices, predecesoras, sucesoras, subsidiarias, afiliadas, socias, propietarias, cesionarias, franquiciadoras y fideicomisos, y todos sus empleados, funcionarios, agentes, abogados, accionistas, fiduciarios y otros proveedores de servicios, incluyendo, pero sin limitarse a, Murchison Cumming LLP.

Usted ha recibido este aviso porque los registros indican que es un Miembro de la Clase. Este aviso es para informarle de cómo puede participar en el Acuerdo o ser excluido del mismo.

**I. ANTECEDENTES DEL CASO**

El 23 de septiembre de 2021, la Demandante Jessica Collard presentó una demanda en el Tribunal Superior del Condado de Humboldt. Esta demanda incluía alegaciones de acción de clase sobre salarios y horas en nombre de todos los empleados no exentos que trabajaron para Murphy's Markets, Inc. dentro de California. La Demandante también ha hecho valer reclamaciones individuales por discriminación derivadas de su anterior empleo (dichas reclamaciones se han resuelto por separado). El 28 de noviembre de 2021, la Demandante presentó su Primera Demanda Enmendada para incluir una demanda PAGA representativa. El 15 de mayo de 2023, y de conformidad con los términos de este Acuerdo, la Demandante presentó una Segunda Demanda Enmendada para añadir alegaciones adicionales relativas a los periodos de descanso y comida. El término "Acción" significa esta acción colectiva putativa y PAGA pendiente en el Tribunal Superior del Condado de Humboldt, Caso No. CV2101368. El Periodo de la Demanda Colectiva abarca desde el 23 de septiembre de 2017 hasta el 31 de enero de 2023 (el "Periodo de la Demanda Colectiva").

La Demandante alega en la Demanda que Murphy's Markets, Inc. no calculó ni pagó correctamente las horas extraordinarias y los salarios por tiempo doble, no proporcionó periodos de comida y descanso ni pagó las primas a la tasa correcta, no proporcionó declaraciones salariales precisas, no calculó ni pagó correctamente los salarios por enfermedad, no pagó a tiempo los salarios finales, participó en competencia desleal y violó la Ley de Abogados Generales Privados ("PAGA"), en nombre de los Miembros de la Clase durante el Periodo de la Clase. La Segunda Demanda Enmendada de la Demandante busca la recuperación de los salarios impagados, las sanciones, los intereses y los honorarios y costas de los abogados. Murphy's Markets, Inc. niega todas las reclamaciones, y niega que la Demandante y los Miembros de la Clase tengan derecho a cualquier recuperación.

La Acción se ha litigado activamente. Ha habido investigaciones en curso y se ha producido un intercambio de amplia documentación e información. Además, las Partes participaron en una mediación privada ante el respetado mediador de demandas colectivas Daniel Ben-Zvi, Esq. Basándose en las negociaciones, y en todos los hechos y circunstancias conocidos, incluidos los diversos riesgos e incertidumbres relacionados con las acciones legales, las Partes llegaron a un Acuerdo para toda la clase. Al llegar a un acuerdo, las Partes evitarán los riesgos asociados a un largo proceso de litigio. A pesar de aceptar y apoyar el Acuerdo, Murphy's Markets, Inc. continúa negando todas las alegaciones y reclamaciones.

Las Partes han suscrito una Estipulación Conjunta de Acción Colectiva y Acuerdo y Exoneración PAGA, que ha sido aprobada preliminarmente por el Tribunal.

Si forma parte de la Clase del Acuerdo, tiene la oportunidad de participar en el Acuerdo, de excluirse del Acuerdo o de oponerse al Acuerdo.

## **II. RESUMEN DEL ACUERDO PROPUESTO**

### **A. El importe del acuerdo**

Bajo los términos del Acuerdo, Murphy's Markets, Inc. acuerda pagar una Cantidad Máxima del Acuerdo de \$400,000 por todas las demandas afirmadas en nombre de los Miembros de la Clase, daños y perjuicios, honorarios de abogados, costes, el premio de mejora, penalizaciones y gastos de administración de las demandas ("Cantidad Máxima del Acuerdo"). De este Importe Máximo del Acuerdo se deducirán las sumas aprobadas por el Tribunal en concepto de honorarios de abogados que no superen un tercio del Importe Máximo del Acuerdo, o \$133,333, los costes razonables del proceso hasta \$20,000, una Concesión de Mejora al representante de la Clase que no supere los \$7,500, los honorarios y gastos del Administrador del Acuerdo, que no superarán los \$9,000, y \$30,000 pagaderos a la Agencia de Desarrollo Laboral y de la Mano de Obra de California ("LWDA") por supuestas sanciones PAGA, lo que dará como resultado un "Importe Neto del Acuerdo" para su distribución a todos los Miembros de la Clase. Como se explica más adelante, el importe de la Adjudicación del Acuerdo de cada Miembro de la Clase dependerá del número de semanas trabajadas por los Miembros de la Clase durante el Período de la Clase. La totalidad del Importe Neto del Acuerdo se abonará a los Miembros de la Clase. Los impuestos del empleador sobre la parte salarial de las Adjudicaciones del Acuerdo serán pagados por separado por Murphy's Markets, Inc.

El Formulario de Notificación de Adjudicación del Acuerdo adjunto enumera, para cada Miembro de la Clase, el número de semanas que cada Miembro de la Clase trabajó durante el Período de la Clase y su Adjudicación del Acuerdo estimada. El valor de las Adjudicaciones del Acuerdo reales puede ser mayor o menor en función del número total de semanas trabajadas por los Miembros de la Clase participantes y de la orden de aprobación definitiva del Tribunal.

### **B. Fórmula de liquidación, y premios de liquidación**

Murphy's Markets, Inc. pagará las Adjudicaciones del Acuerdo a través del Administrador del Acuerdo, Phoenix Class Action Administration Solutions, a cada Miembro de la Clase que no haya presentado una Solicitud de Exclusión del Acuerdo ("Miembros de la Clase Participantes"). Todas las Adjudicaciones del Acuerdo estarán sujetas a los impuestos correspondientes. Las Adjudicaciones del Acuerdo a los Miembros de la Clase se basarán en la proporción del número de semanas trabajadas por cada Miembro de la Clase individual durante el Período de la Clase en proporción al número total de semanas trabajadas por todos los Miembros de la Clase Participantes durante el Período de la Clase. El número de semanas de trabajo se determinará por referencia a los registros de Murphy's Markets, Inc. Las semanas de trabajo parciales no se contarán, lo que significa que las semanas de trabajo incompletas se redondearán hacia abajo; sin embargo, si un Miembro de la Clase trabajó sólo un día, a dicho Miembro de la Clase se le acreditará haber trabajado una semana de trabajo a efectos del Acuerdo.

Las cantidades distribuidas a la Clase se asignarán de la siguiente manera: El 25 por ciento se asignará a los supuestos salarios impagados y el 75 por ciento se asignará a las sanciones e intereses legales. Se emitirán los Formularios W-2 y 1099-MISC del IRS, según corresponda.

La recepción de las Adjudicaciones del Acuerdo no dará derecho a ningún Miembro de la Clase a compensación o beneficios adicionales en virtud de ningún plan o acuerdo de compensación o beneficios de la empresa en vigor durante el periodo cubierto por el Acuerdo.

### **D. Liberación de reclamaciones**

En la Fecha de Entrada en Vigor, cada Miembro de la Clase que no haya presentado una Solicitud de Exclusión válida libera y exime plenamente a las Partes Exoneradas de (i) las causas de acción y reclamaciones que se alegaron en la Demanda Colectiva o que razonablemente podrían haberse alegado basándose en los hechos y las teorías legales contenidas en la Segunda Demanda Colectiva y Representativa Enmendada que surgieron durante el Periodo de la Demanda Colectiva, incluidas todas las siguientes reclamaciones de reparación: (i) falta de pago y abono puntual de los salarios por horas extraordinarias y salarios por doble jornada debidos durante el transcurso del empleo; (ii) falta de concesión de baja por enfermedad remunerada; (iii) falta de concesión de períodos de comida o compensación en su lugar; (iv) falta de concesión de períodos de descanso o compensación en su lugar; (v) falta de entrega de declaraciones salariales completas y precisas; (vi) falta de pago puntual de los salarios en el momento del despido o la dimisión; (vii) prácticas comerciales desleales que podrían haberse basado en las reclamaciones, causas de acción o teorías legales de reparación descritas anteriormente o en cualquiera de las reclamaciones, causas de acción o teorías legales de reparación alegadas en la demanda

operativa; (viii) todas las reclamaciones en virtud de PAGA que podrían haberse basado en las reclamaciones, causas de acción o teorías jurídicas descritas anteriormente o en cualquiera de las reclamaciones, causas de acción o teorías jurídicas de desagravio alegadas en la demanda de la Demandante; (ix) cualquier reclamación de costas y honorarios de abogados y gastos, y cualquier reclamación derivada de las reclamaciones descritas anteriormente en virtud de la legislación federal, estatal, local o territorial aplicable, así como de la normativa y las órdenes salariales aplicables. Se considerará que los Miembros de la Clase participantes que cobren sus cheques han renunciado a todas las reclamaciones en virtud del Acuerdo. Los Miembros de la Clase Participantes que estén actualmente empleados por el Demandado y que participen en el Acuerdo y reciban un pago en virtud del mismo, renunciarán, en virtud del mismo, a cualquier reclamación de la sección 203 del Código Laboral por falta de pago de los salarios debidos y adeudados al final del empleo en base a las reclamaciones expuestas anteriormente en el Párrafo 69(i).

**E. Resolución de conflictos sobre la semana laboral**

Si un Miembro de la Clase disputa la exactitud de los registros de Murphy's Markets, Inc. en cuanto al número de semanas de trabajo trabajadas, cualquier documentación que apoye tal disputa debe ser presentada al Administrador del Acuerdo con el Formulario de Notificación de Adjudicación del Acuerdo en o antes del 5 de octubre de 2023. Todas las disputas sobre semanas de trabajo serán resueltas y decididas por el Administrador del Acuerdo, y la decisión del Administrador del Acuerdo sobre todas las disputas será definitiva y vinculante.

**F. Premio de mejora para el representante de la Clase**

Sujeto a la aprobación del Tribunal, la Representante de la Clase recibirá una Adjudicación de Mejora de hasta \$7,500. Este pago se hará por su servicio como Representante de la Clase, incluyendo la participación activa en la prosecución de la Acción, así como la voluntad de aceptar el riesgo de incurrir en los costos del Abogado de la Clase o pagar los honorarios y costos de los abogados de Murphy's Markets, Inc. por un resultado infructuoso en la Acción.

**G. Honorarios de abogados y costas**

Como contraprestación por el Acuerdo y a cambio de la liberación por parte de la Clase del Acuerdo, Murphy's Markets, Inc. acuerda pagar los honorarios y costes de los Abogados de la Clase que serán fijados por el Tribunal, hasta un máximo de un tercio del Importe Máximo del Acuerdo, o \$133,333 y costes razonables de abogados de hasta \$20,000. Los honorarios y costos de los abogados del Abogado de la Clase se pagarán y deducirán del Monto máximo del acuerdo.

**H. Razonabilidad del acuerdo**

Todos los abogados de las Partes de la Acción consideran que los montos por honorarios de abogados y costas solicitados son justos y razonables. El Representante de la Clase y el Abogado de la Clase apoyan este Acuerdo. Entre las razones para el apoyo se encuentran las defensas completas a la responsabilidad potencialmente disponibles para Murphy's Markets, Inc., el riesgo inherente de un juicio sobre el fondo, el riesgo de denegación de la certificación de la Clase y los retrasos asociados con el litigio.

**III. CUÁLES SON SUS DERECHOS COMO MIEMBRO DE LA CLASE**

**A. Excluirse del acuerdo**

Si usted no desea participar en el Acuerdo, usted puede ser excluido (es decir, “optar por no participar”) presentando una solicitud escrita oportuna al Administrador del Acuerdo declarando que usted ha recibido el aviso del Acuerdo, ha decidido no participar en el Acuerdo, y desea ser excluido del Acuerdo, o palabras a tal efecto (“Solicitud de Exclusión”). Su Solicitud de Exclusión también debe indicar su nombre completo, dirección, fecha de nacimiento y las fechas en las que estuvo empleado por Murphy's Markets, Inc. como empleado no exento en California. La Solicitud de Exclusión debe estar firmada, fechada y enviada por correo de primera clase de EE.UU. o equivalente, a:

Murphy's Markets, Inc.  
c/o Phoenix Settlement Administrators  
P.O. Box 7208  
Orange, CA 92863  
Teléfono: (800) 523-5773

“Elijo excluirme del acuerdo de demanda colectiva *Collard contra Murphy's Markets, Inc.* Entiendo que al hacerlo, no podré participar en el acuerdo y no recibiré una parte de este.”

La Solicitud de Exclusión deberá llevar matasellos no posterior al 5 de octubre de 2023. Si envía una Solicitud de Exclusión cuyo matasellos no sea posterior al 5 de octubre de 2023, su Solicitud de Exclusión será rechazada y quedará vinculado por el Descargo y todos los demás términos del Acuerdo. Si la Solicitud de Exclusión se envía desde dentro de los Estados Unidos, deberá enviarse a través del Servicio Postal de los Estados Unidos por correo de primera clase, o su equivalente. No utilice un contador de franqueo, ya que puede que no aparezca el matasellos en el sobre que contiene su Solicitud de Exclusión.

Cualquier persona que presente una Solicitud de Exclusión completa y oportuna, una vez recibida por el Administrador del Acuerdo, dejará de ser Miembro de la Clase, se le prohibirá participar en cualquier parte del Acuerdo, no tendrá derecho a objetar al Acuerdo, no recibirá ningún beneficio del Acuerdo, no se considerará que ha renunciado a las Reclamaciones Exoneradas contra las

Partes Exoneradas y, a su propio costo, podrá presentar cualquier reclamación que pueda tener contra las Partes Exoneradas. Si un individuo presenta tanto un Formulario de Reclamación ejecutado como una Solicitud de Exclusión, la Solicitud de Exclusión se considerará inválida, y el individuo será incluido en la Clase del Acuerdo y quedará vinculado por los términos del Acuerdo.

#### **B. Objeción a la liquidación**

Si no se excluye del Acuerdo, puede objetar los términos del mismo antes de la Aprobación Definitiva. Sin embargo, si el Tribunal rechaza su objeción, seguirá estando obligado por los términos del Acuerdo. Para objetar, debe presentar una objeción por escrito y un aviso de intención de comparecer en la audiencia de Aprobación Definitiva fijada actualmente para el 11 de diciembre de 2023 a las 10:30 a.m. (Hora del Pacífico) en la Sala 4. Debe presentar la objeción por escrito y la notificación de intención de comparecer en la Audiencia de Aprobación Definitiva ante el Secretario del Tribunal, Tribunal Superior del Condado de Humboldt, 925 Fifth St., Eureka, CA 95501, y enviar copias al Administrador del Acuerdo, y a los Abogados como se indica a continuación:

##### CONSEJERO DE CLASE

ROBERT J. WASSERMANN  
JOHN P. BRISCOE  
MAYALL HURLEY P.C.  
112 S. Church St.  
Lodi, CA 95240

##### ABOGADO DE MURPHY'S MARKETS, INC.

LAURIE E. YOON  
KENNETH H. MORENO  
MURCHISON CUMMING LLP  
2165 N. California Blvd.  
Walnut Creek, CA 94596

Cualquier objeción escrita debe indicar cada razón específica en apoyo de su objeción y cualquier apoyo legal para cada objeción. Su objeción también debe indicar su nombre completo, dirección, fecha de nacimiento, y las fechas en que fue empleado como empleado no exento en California por Murphy's Markets, Inc. Para ser válida y efectiva, cualquier objeción a la aprobación del Acuerdo debe ser presentada ante el Secretario del Tribunal y entregada al Administrador del Acuerdo y a cada uno de los abogados arriba mencionados a más tardar 45 días naturales después de que el Administrador del Acuerdo envíe por correo la Notificación y el Formulario de Notificación de Adjudicación del Acuerdo a los Miembros de la Clase, o el 5 de octubre de 2023. **NO LLAME POR TELÉFONO AL TRIBUNAL.**

Si decide presentar una objeción a los términos de este Acuerdo, puede comparecer *in propria persona* (lo que significa que decide representarse a sí mismo) o a través de su propio abogado, corriendo con los gastos. Para ello, debe presentar un Escrito de comparecencia ante el Secretario del Tribunal Superior del Condado de Humboldt, y entregar copias al Administrador del Acuerdo y a cada uno de los abogados mencionados anteriormente. Dicha Anotación de comparecencia debe presentarse ante el Tribunal y entregarse a los abogados mencionados anteriormente a más tardar 45 días después de que el Administrador del acuerdo envíe por correo la Notificación y el Formulario de notificación de adjudicación del acuerdo a los Miembros de la Clase. A partir de ese momento, usted continuará como Miembro de la Clase, ya sea *in propria persona* o representado por su propio abogado, y será el único responsable de los honorarios y costes de su propio abogado. La audiencia final de equidad en la que se solicitará al Tribunal que apruebe el Acuerdo tendrá lugar a las 10:30 a.m. (Hora del Pacífico) del 11 de diciembre de 2023, en la Sala 4, o en cualquier otra fecha posterior que el Tribunal autorice.

#### **IV. EFECTO DEL ACUERDO: DERECHOS Y RECLAMACIONES LIBERADOS**

Una vez concedida la Aprobación Final por el Tribunal, todos y cada uno de los Miembros de la Clase que no se excluyan del Acuerdo, liberarán a Murphy's Markets, Inc. y a las Partes Exoneradas de las Reclamaciones Exoneradas tal y como se describe anteriormente. En otras palabras, si usted fue empleado como Miembro de la Clase por Murphy's Markets, Inc. en California durante el Período de la Clase, y usted no se excluye de la Clase del Acuerdo, se considerará que usted ha entrado en esta liberación y ha liberado las Reclamaciones Liberadas arriba descritas. Además, se le prohibirá demandar alguna vez a Murphy's Markets, Inc. y a las Partes Exoneradas con respecto a las Reclamaciones Exoneradas cubiertas por este Acuerdo. Si el Acuerdo no es aprobado por el Tribunal o no se convierte en definitivo por alguna otra razón, el litigio continuará.

#### **V. AUDIENCIA FINAL DE APROBACIÓN DEL ACUERDO**

El Tribunal celebrará una audiencia a distancia a través de Zoom en la Sala 4 del Tribunal Superior del Estado de California para el Condado de Humboldt, 925 Fifth St., Eureka, CA 95501, el 11 de diciembre de 2023 a las 10:30 a.m. (Hora del Pacífico), para determinar si el Acuerdo debe aprobarse definitivamente como justo, razonable y adecuado. El enlace Zoom para comparecer en la audiencia es <https://www.zoomgov.com/j/1604872824> El enlace Zoom del sala de audiencias 4 es 1604872824. Para comparecer en la vista telefónicamente, llame a 1(833)568-8864 e introduzca el ID de la llamada de Zoom. También se solicitará al Tribunal en la Audiencia de aprobación final que apruebe la solicitud de los Abogados de la Clase de Demandantes de honorarios y costes de abogados, los costes de administración y la Concesión de mejora que se pagará al Representante de la Clase de Demandantes. La solicitud de los Abogados de la Clase de honorarios de abogados y costas procesales se presentará ante el Tribunal no más tarde de 16 de noviembre de 2023, y estará disponible para su revisión después de esa fecha. Los Abogados de la Clase solicitan la aprobación de un total de no más de un tercio del Importe Máximo del Acuerdo para honorarios de abogados que no superen los \$133,333 y costas razonables que no superen los \$20,000.

La audiencia puede continuar sin previo aviso a la Clase del Acuerdo. No es necesario que comparezca en esta audiencia, a menos que desee oponerse al Acuerdo.

**VI. INFORMACIÓN ADICIONAL**

Lo anterior es un resumen de los términos básicos del Acuerdo. Para conocer los términos y condiciones precisos del Acuerdo, debe consultar la “Estipulación Conjunta de Acuerdo y Exoneración de Acción Colectiva y PAGA” detallada entre la Demandante y Murphy's Markets, Inc. que se encuentra archivada en la Secretaría del Tribunal. Los alegatos y otros registros en esta Acción, incluyendo la Estipulación Conjunta del Acuerdo, pueden ser examinados visitando al Secretario del Tribunal en cualquier momento entre las 8:30 a.m. y las 4:00 p.m., de lunes a viernes, excluyendo los días feriados del Tribunal, en la Oficina del Secretario ubicada en el 925 Fifth St., Eureka, CA 95501.

Si desea información adicional sobre esta demanda y sus procedimientos, puede ponerse en contacto con el Abogado de la Clase:

ROBERT J. WASSERMANN  
JOHN P. BRISCOE  
MAYALL HURLEY P.C.  
112 S. Church St.  
Lodi, CA 95240  
Teléfono: (209) 477-3833  
Fax: (209) 473-4818  
[rwassermann@mayallaw.com](mailto:rwassermann@mayallaw.com)  
[jbriscoe@mayallaw.com](mailto:jbriscoe@mayallaw.com)  
[www.mayallaw.com](http://www.mayallaw.com)

**POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL NI A LA OFICINA DEL SECRETARIO JUDICIAL  
PARA OBTENER INFORMACIÓN RELATIVA A ESTE ACUERDO O AL PROCESO DE RECLAMACIÓN.  
POR ORDEN DEL TRIBUNAL SUPERIOR**

## **NOTICE OF SETTLEMENT AWARD FORM**

**JESSICA COLLARD V. MURPHY'S MARKETS, INC. COMPANY**  
**HUMBOLDT COUNTY SUPERIOR COURT CASE NO. CV2101368**

Please complete, sign, and return this Form to Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

**(I) Please type or print your name:**

\_\_\_\_\_  
(First, Middle, Last)

**(II) Please type or print the following identifying information if your contact information has changed:**

\_\_\_\_\_  
Former Names (if any)

\_\_\_\_\_  
New Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Phone number (if you wish to be contacted by phone)

**(III) Information Used to Calculate Your Estimated Settlement Award:**

According to Murphy's Markets, Inc. Company's records:

- (a)** you worked «Total\_Weeks» workweeks for Murphy's Markets, Inc. in California between September 23, 2017 and January 31, 2023;
- (b)** you worked «PAGA\_Work\_Weeks» workweeks for Murphy's Markets, Inc. in California between September 4, 2020 and January 31, 2023;
- (c)** your employment with Murphy's Markets, Inc. «DidDid\_not» end at any time between September 23, 2018 and January 31, 2023.

Based on the above, your total Settlement Award is estimated at «Est\_Set\_Amt».

**(IV) If you disagree with the information listed in items (a) through (c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this Form:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you dispute the above information from Murphy's Markets, Inc.'s records, Murphy's Markets, Inc.'s records will control unless you are able to provide documentation that establishes that Murphy's Markets, Inc.'s records are mistaken. If there is a dispute about whether Murphy's Markets, Inc.'s information or yours is accurate, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Class Action Settlement" that accompanies this Form. The Settlement Administrator's determination will be final.

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**ANY DISPUTES (INCLUDING SUPPORTING DOCUMENTS)  
MUST BE POSTMARKED NO LATER THAN OCTOBER 5, 2023.**

## **FORMULARIO DE AVISO DE ADJUDICACIÓN DEL ACUERDO**

**JESSICA COLLARD V. MURPHY'S MARKETS, INC. COMPANY**  
**TRIBUNAL SUPERIOR DEL CONDADO DE HUMBOLDT CASO N° CV2101368**

Por favor, complete, firme y devuelva este formulario a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863 **SÓLO SI** (1) su información de contacto personal ha cambiado, y/o (2) desea disputar cualquiera de los puntos enumerados en la Sección (III), a continuación. Es su responsabilidad mantener una dirección actualizada en los archivos del Administrador del Acuerdo.

**(I) Por favor, escriba su nombre a máquina o en letra de molde:**

\_\_\_\_\_  
(Nombre, Medio, Apellido)

**(II) Por favor, escriba a máquina o en letra de molde la siguiente información de identificación si su información de contacto ha cambiado:**

\_\_\_\_\_  
Nombres anteriores (si los hay)

\_\_\_\_\_  
Nueva dirección de la calle

\_\_\_\_\_  
Ciudad

\_\_\_\_\_  
Estado

\_\_\_\_\_  
Código postal

\_\_\_\_\_  
Número de teléfono (si desea que nos pongamos en contacto con usted por teléfono)

**(III) Información utilizada para calcular su adjudicación estimada del acuerdo:**

Según los registros de la empresa Murphy's Markets, Inc.:

- (a)** usted trabajó «Total\_Weeks» semanas de trabajo para Murphy's Markets, Inc. en California como empleado no exmpt entre el 23 de septiembre de 2017 y el 31 de enero de 2023;
- (b)** ha trabajado «PAGA\_Work\_Weeks» Semanas de trabajo para Murphy's Markets, Inc. en California como empleado no exento entre el 4 de septiembre de 2020 y el 31 de enero de 2023;
- (c)** su empleo con Murphy's Markets, Inc. «FinalizoNo\_Finalizo» en cualquier momento entre el 23 de septiembre de 2018 y el 31 de enero de 2023.

Sobre la base de lo anterior, su adjudicación total del acuerdo se estima en «Est\_Set\_Amt».

**(IV) Si no está de acuerdo con la información enumerada en los puntos (a) a (c) de la sección (III) anterior, explique por qué en el espacio que se proporciona a continuación e incluya copias de cualquier prueba o documentación de apoyo con este formulario:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Si usted disputa la información anterior de los registros de Murphy's Markets, Inc., los registros de Murphy's Markets, Inc. prevalecerán a menos que usted pueda proporcionar documentación que establezca que los registros de Murphy's Markets, Inc. están equivocados. Si hay una disputa sobre si la información de Murphy's Markets, Inc. o la suya es exacta, la disputa será resuelta por las Partes y el Administrador del Acuerdo como se describe en la "Notificación del Acuerdo de Acción Colectiva" que acompaña a este Formulario. La determinación del Administrador del Acuerdo será definitiva.

**Fecha:** \_\_\_\_\_

**Firma:** \_\_\_\_\_

**LAS IMPUGNACIONES (INCLUIDOS LOS DOCUMENTOS JUSTIFICATIVOS) DEBEN TENER UN  
MATASELLOS NO POSTERIOR AL 5 DE OCTUBRE DE 2023.**

## **Exhibit B**



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## CASE ASSUMPTIONS

|                       |             |
|-----------------------|-------------|
| Class Members         | 601         |
| Opt Out Rate          | 0%          |
| Opt Outs Received     | 4           |
| Total Class Claimants | 597         |
| Subtotal Admin Only   | \$10,028.26 |

|                    |                   |
|--------------------|-------------------|
| <b>TOTAL COSTS</b> | <b>\$9,000.00</b> |
|--------------------|-------------------|

|                  |
|------------------|
| <b>Fixed Fee</b> |
|------------------|

November 8, 2023

Case: Collard v. Murphy's Markets, Inc.

### Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

| Administrative Tasks:        | Rate     | Hours/Units | Line Item Estimate |
|------------------------------|----------|-------------|--------------------|
| Programming Manager          | \$100.00 | 3           | \$300.00           |
| Programming Database & Setup | \$100.00 | 3           | \$300.00           |
| Toll Free Setup*             | \$140.00 | 1           | \$140.00           |
| Call Center & Long Distance  | \$2.00   | 60          | \$120.20           |
| NCOA (USPS)                  | \$0.15   | 601         | \$90.15            |
| <b>Total</b>                 |          |             | <b>\$950.35</b>    |

### Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage /Translation

| Project Action                 | Rate     | Hours/Units | Line Item Estimate |
|--------------------------------|----------|-------------|--------------------|
| Notice Packet Formatting       | \$105.00 | 3           | \$315.00           |
| Data Merge & Duplication Scrub | \$0.15   | 601         | \$90.15            |
| Notice Packet & Opt-Out Form   | \$1.25   | 601         | \$751.25           |
| Postage (up to 1 oz.)          | \$0.84   | 601         | \$504.84           |
| Language Translation           | \$0.30   | 3,261       | \$978.30           |
| <b>Total</b>                   |          |             | <b>\$2,639.54</b>  |

### Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

| Project Action:             | Rate    | Hours/Units | Line Item Estimate |
|-----------------------------|---------|-------------|--------------------|
| Case Associate              | \$55.00 | 3           | \$165.00           |
| Skip Tracing Undeliverables | \$1.00  | 53          | \$53.00            |
| Remail Notice Packets       | \$1.25  | 43          | \$53.75            |
| Postage                     | \$0.84  | 43          | \$36.12            |
| Programing Undeliverables   | \$50.00 | 1           | \$50.00            |
| <b>Total</b>                |         |             | <b>\$357.87</b>    |

### Database Programming / Processing Opt-Outs, Deficiencies or Disputes

| Project Action:                     | Rate     | Hours/Units | Line Item Estimate |
|-------------------------------------|----------|-------------|--------------------|
| Programming Claims Database         | \$100.00 | 3           | \$300.00           |
| Non Opt-Out Processing              | \$200.00 | 1           | \$200.00           |
| Case Associate                      | \$55.00  | 3           | \$165.00           |
| Opt-Outs/Deficiency/Dispute Letters | \$5.00   | 0           | \$0.00             |
| Case Manager                        | \$85.00  | 3           | \$255.00           |
| <b>Total</b>                        |          |             | <b>\$920.00</b>    |

| Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks |          |             |                    |
|--------------------------------------------------------------------------|----------|-------------|--------------------|
| Project Action:                                                          | Rate     | Hours/Units | Line Item Estimate |
| Programming Calculations                                                 | \$100.00 | 3           | \$300.00           |
| Disbursement Review                                                      | \$100.00 | 3           | \$300.00           |
| Programming Manager                                                      | \$95.00  | 2           | \$190.00           |
| QSF Fees, Bank Account & EIN                                             | \$75.00  | 3           | \$225.00           |
| Check Run Setup & Printing                                               | \$100.00 | 3           | \$300.00           |
| Mail Class Checks, W2 and 1099 *                                         | \$1.00   | 597         | \$597.00           |
| Estimated Postage Checks, W2 and 1099                                    | \$0.50   | 597         | \$298.50           |
| Total                                                                    |          |             | \$2,210.50         |

\* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

| Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations |            |             |                    |
|----------------------------------------------------------------------------------------------|------------|-------------|--------------------|
| Project Action:                                                                              | Rate       | Hours/Units | Line Item Estimate |
| Case Supervisor                                                                              | \$100.00   | 3           | \$300.00           |
| Remail Undeliverable Checks<br>(Postage Included)                                            | \$1.50     | 40          | \$60.00            |
| Case Associate                                                                               | \$55.00    | 2           | \$110.00           |
| Reconcile Uncashed Checks                                                                    | \$85.00    | 3           | \$255.00           |
| Conclusion Reports                                                                           | \$115.00   | 2           | \$230.00           |
| Case Manager Conclusion                                                                      | \$85.00    | 2           | \$170.00           |
| Final Reporting & Declarations                                                               | \$115.00   | 1           | \$115.00           |
| Uncashed Check Notice Postcard<br>(Postage Included)                                         | \$1.50     | 40          | \$60.00            |
| Uncashed Check QSF Tax Filing                                                                | \$150.00   | 3           | \$450.00           |
| IRS & QSF Annual Tax Reporting *<br>(State Tax Reporting Included)                           | \$1,200.00 | 1           | \$1,200.00         |
| Total                                                                                        |            |             | \$2,950.00         |

\* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

**Total: \$10,028.26**

**PROOF OF SERVICE**

I, the undersigned, certify and declare as follows:

I am over the age of eighteen years and not a party to this action. My business address is 112 S. Church Street, Lodi, CA 95240, that is located in the county where the mailing and/or delivery below took place.

On November 9, 2023, I served the following document:

**DECLARATION OF KEVIN LEE REGARDING NOTICE AND SETTLEMENT  
ADMINISTRATION**

addressed to:

Laurie E. Yoon  
Murchison & Cumming LLP  
Mt. Diablo Plaza  
2175 N. California Blvd., Ste. 900  
Walnut Creek, CA 94596  
[Lyoon@murchisonlaw.com](mailto:Lyoon@murchisonlaw.com)  
Ken H. Moreno  
[kmoreno@murchisonlaw.com](mailto:kmoreno@murchisonlaw.com)

☐ **BUSINESS PRACTICE TO ENTRUST DEPOSIT TO OTHERS:** I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mailing with the United States Postal Service. Correspondence so collected and processed is deposited with the United States Postal Service that same day in the ordinary course of business. On the date specified below, at my place of business at Stockton, California a copy of the document described above was placed for deposit in the United States Postal Service in a sealed envelope, with postage fully prepaid addressed to the individuals and/or entities mentioned above; and that envelope was placed for collection and mailing on that date following ordinary business practice.

☐ **BY EXPRESS SERVICE CARRIER:** On the date specified below, I directed to be deposited in a box or other facility regularly maintained by Federal Express or delivered to a courier or driver authorized by said express service carrier to receive documents, a copy of the document mentioned above, in an envelope designed by the said express service carrier, with delivery fees paid or provided for, addressed to the individuals and/or entities mentioned above.

☒ **BY EMAIL:** In accordance with Code of Civil Procedure, Section 1010.6, on the date specified below, I caused a copy of the document(s) described above to be sent to the person(s) at the e-mail address(es) listed above. My business e-mail address is [lriley@mayallaw.com](mailto:lriley@mayallaw.com). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 9, 2023, at Lodi, California.

  
LINDSAY RILEY