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Attorneys for Plaintiff and the Proposed Classes

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

REGINALD ANTONIO CHAVIS JR., an
individual, on behalf of himself and others
similarly situated

PLAINTIFF,

v.

GROCERY OUTLET INC.; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 34-2021-00309003

[Case Assigned for All Purposes to Hon. Lauri
Damrell in Dept. 28]

DECLARATION OF JONATHAN PAUL

Date: September 15, 2023

Time: 9:00 a.m.

Dept.: 28

Complaint Filed: September 29, 2021

FAC Filed: December 7, 2021

SAC Filed: December 20, 2022

Trial Date: None Set

I, Jonathan Paul, declare as follows:

1. I am the CEO at Xpand Legal ("Xpand"), a class action settlement administrator that has been retained by the parties to serve as the Settlement Administrator for the settlement in the above referenced action. Xpand is located in Irvine, California. I am over 21 years of age and am

1 not a party to this action. I am responsible for supervising the settlement services provided by Xpand
2 for this matter. The facts set forth herein are true of my own personal knowledge and I am informed
3 and believe them to be true. If called as a witness, I could and would competently testify thereto.

4 **I. EXPERIENCE**

5 Xpand specializes in class action notification and claims administration, including telephone
6 support and web-based support, direct mail services, claims processing, and settlement fund
7 distribution. Xpand has extensive experience in class action matters, having provided services in
8 class actions ranging in size from 17 to 350,000 Class Members.

9 Attached hereto as Exhibit A is a true and correct copy of Xpand's CV, reflecting our primary
10 competencies as they relate to class action settlement administration.

11 **II. OVERVIEW OF XPAND LEGAL'S RESPONSIBILITIES**

12 2. Xpand's responsibilities in administering the settlement in this action to date have
13 included the following: (a) Mailing the Settlement Class Notice to Class Members; (b) securing a
14 post office box to which Class Members can send Requests for Exclusions, Objections and other
15 communications; (c) Establishing a toll-free telephone number which provides Class Members with
16 information about the proposed Settlement; and (d) Establishing and maintaining a settlement
17 administration website, www.groceryoutletsettlement.com, which provides Class Members with
18 information about the proposed settlement, allows Class Members to view and to download
19 settlement documents.
20

21 **III. CLASS NOTICE**

22 3. In accordance with the Settlement Agreement, one of Xpand's primary
23 responsibilities was to cause the Class Notice to be mailed to all known Class Members by first-
24 class mail. On June 20, 2023, Xpand received from Defense Counsel a file containing 614 records,
25 which contained the IDs, names, addresses, phone numbers, workweeks, and SSNs for known Class
26 Members. As part of the preparation for mailing, Xpand ran all 614 records with a mailing address
27 through the National Change of Address database (NCOA) and received updated addresses for 304
28

1 records. The addresses for all 304 records were updated prior to mailing. On June 22, 2023, Xpand
2 mailed a Class Notice in English & Spanish to all Class Members. True and correct copies of the
3 mailed Class Notices are attached hereto as Exhibit B. As of August 21, 2023, 38 Notices had been
4 returned as undeliverable without a forwarding address. These records were sent to out for skip-
5 tracing, and updated addresses were received for 38 records. As of August 21, 2023, no Notices
6 were returned with a forwarding address.

7
8 4. Xpand established a toll-free number to allow Settlement Class Members to call our
9 agents and answer any questions or request more information.

10 **IV. CLAIMANT COMMUNICATION**

11 5. Xpand established Post Office Box 51570, Irvine, CA 92619 to receive written
12 communication from Class Members, including correspondence, requests for exclusion or copies of
13 written objections.

14 6. As of August 21, 2023, Xpand had received zero pieces of correspondence.

15 7. As of August 21, 2023, Xpand had received zero timely requests for exclusion.

16 8. As of August 21, 2023, Xpand had received zero objections to the settlement.

17 9. The deadline for requesting exclusion was August 21, 2023.

18 **V. TELEPHONE SUPPORT**

19 10. On June 20, 2023, Xpand activated a toll-free number, 888-557-773, which allows
20 Class Members to receive information and provide answers about the settlement, and allows Class
21 Members to request a Class Notice.

22 11. As of August 21, 2023, Xpand had received one phone call.

23 **VI. SETTLEMENT ADMINISTRATION WEBSITE**

24 12. The settlement administration website, www.groceryoutletsettlement.com, was
25 activated on June 20, 2023. This website provides Class Members with general information about
26 the proposed settlement, makes copies of Court documents and the mailed Notice available to
27 Class Members. As of August 21, 2023, there have been 219 hits on the settlement administration
28

1 website. Screen shots of the settlement website are attached hereto as Exhibit C.

2 **VII. CLASS LIST AND PRELIMINARY DISTRIBUTION CALCULATIONS**

3 13. Xpand received the necessary information from Defendant for each Class Member,
4 including their name, address, phone number, SSN, and the number of weeks each Class Member
5 worked during the Class Period. The Class List comprises 614 class members, with a total of
6 45,494 workweeks. This total number of workweeks did not trigger the Escalator Clause as did
7 not increase by more than five (5) percent above 46,055 workweeks.

8 14. Per the Settlement Agreement and Court approval, Xpand will be deducting from
9 the Maximum Settlement Amount of \$450,000 attorneys' fees in the amount of \$150,000, and
10 costs in the amount of \$8,742; a Class Representative enhancement award in the amount of \$7,500;
11 administration costs in an amount not to exceed \$11,500, and the PAGA payment of \$20,000, of
12 which seventy-five percent (75%), or \$15,000, of this amount will be paid out to the LWDA of
13 the State of California, and the remaining twenty-five percent (25%), or \$5,000, will remain
14 included in the Net Settlement Amount. This will leave a Net Settlement Amount \$257,258 which
15 will be divided by the total number of workweeks to calculate the "per week" amount among all
16 Class Members who do not request a valid exclusion from the Class. The amount per workweek
17 is estimated at \$5.65 and the average amount paid to class member is approximately \$419.

18 I declare under penalty of perjury under the laws of the state of California that the
19 foregoing is true and correct.
20

21 Dated: August 22, 2023

22
23
24 

25 Jonathan Paul

EXHIBIT “A”



ABOUT XPAND

Xpand is a fast-growing legal administration firm. With over 20 years of industry experience, CEO, Jonathan Paul, leverages his subject matter expertise to ensure excellence is at the core of all we do. Starting his legal administration career as a Project Manager, he later advanced into positions such as Senior Vice President at one of the largest administrators in the country and President of Sales & Marketing for a long-standing boutique firm. He now works closely with the project and case teams to ensure best in class processes are followed.

COO, Tiffany Paul, comes with over a decade of experience at one of the largest consumer goods companies in the world. Coupled with the successful launch and scale of her own startups, Tiffany brings creative solutions to a field that has a tendency to be stuck in its ways and has improved dozens of processes during her tenure running legal administration projects.

The case management team has been involved in projects spanning several practice areas, including:

- Data Breach
- Consumer Protection
- Discrimination
- Mass Tort
- PAGA
- Personal Injury
- Product Liability
- Wage and Hour
- ERISA
- Antitrust

ABOUT OUR STRATEGY

Xpand's taking a fresh look at the processes and procedures that have dominated the legal administration space for decades and quickly finding there is plenty of opportunity to innovate.

We've partnered with industry leaders in HR, IT, printing, telecom, banking, and tax reporting to build solutions that meet the needs of any project. Whether it's a small wage & hour case in need of cost effective administration or a multi-tiered mass tort case in need of sophisticated implementation, Xpand has the solution. We spend the time understanding the clients' needs before deploying the right resources in as quickly as 24 hours, allowing law firms to continue their day to day without disruption.



ABOUT OUR SERVICES

Xpand is growing quickly and regularly adding services to our repertoire, but currently offers:

- Notification
- Project Management
- Print & Mail
- Call Center
- Legal Advertising
- Website Development
- Forms Processing
- Client Intake
- Address Location
- Data Management
- Qualified Settlement Fund (QSF) Management
- Fund Distribution
- Tax Reporting
- Medical Record Review
- Lien Resolution

ABOUT OUR EXPERIENCE

Cases the team has been involved in are:

- *Bahramipour v. Citigroup Global Markets, Inc.*, No. C 04-4440 CW (N.D. Cal. Feb. 22, 2006
- *Donohue v. AMN Services, LLC*, No. S253677, ___ P.3d ___, 2021 WL 728871 (Cal. Feb. 25, 2021)
- *Goddard, et al. v. Longs Drug Stores Corporation, et al.* Employee Overtime Litigation
- *Quintero v. Ready PAC Foods*, No. 20STCV48608 (Cal. Super. Ct. Los Angeles County)
- *Ramirez v. J.C. Penney Corporation*, Case No.: 6:14-cv-00601-RWS-KNM
- *Cynthia Isabel Mojica et al. v Ready Pac Foods, Inc. et al.*, (Case No. BC522170)
- *Lopez; Blevins; and Giron, vs. MOTEL 6* Case No.: 56-2020-00542312-CU-OE-VTA
- *In re iPod Cases*, Judicial Council Coordination Proceeding, No. 4355, Superior Court of California for San Mateo County
- *Frank v. United Airlines, Inc.* (9th Cir. 2000) 216 F.3d 845
- *Archie v. UPS*
- *Prata v. Bank One, N.A.* Superior Court of Los Angeles County No. BC211961
- *Edell v. Bank of America*,
- *Big Lots Overtime Cases (Bonaime v. PNS Stores)* Employee Overtime Litigation
- *Albrecht v. Rite Aid Corporation*, San Diego Superior Court Case No. 729219
- *Nash v. Red Lobster*, Superior Court of the State of California, County of Orange
- *Nash v. Olive Garden*, Superior Court of the State of California, County of Orange
- Mass Tort: Several medical device and pharmaceutical cases, which are confidential

EXHIBIT “B”

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

REGINALD ANTONIO CHAVIS JR.,
an individual, on behalf of himself and
others similarly situated,

PLAINTIFF,

v.

GROCERY OUTLET INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. 34-2021-00309003

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

ATTENTION: ALL PERSONS EMPLOYED BY GROCERY OUTLET INC. AS NON-EXEMPT EMPLOYEES AT DEFENDANT'S REGIONAL FULFILLMENT CENTERS IN CALIFORNIA FROM SEPTEMBER 29, 2017 THROUGH DECEMBER 31, 2022:

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION 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 AUGUST 21, 2023.

Pursuant to the Order Granting Preliminary Approval of Class Action and PAGA Settlement of the Superior Court of the State of California in and for Sacramento County entered May 8, 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 Sacramento on behalf of all persons currently and formerly employed by Grocery Outlet, Inc. ("Defendant") as non-exempt employees at Defendant's Regional Fulfillment Centers in California from September 29, 2017 to December 31, 2022 (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.

The "Released Parties" in the Action include: (i) Defendant; (ii) each of Defendant's past, present and future direct and indirect parent companies; (iii) the respective past, present and future direct and indirect subsidiaries and affiliates of any of the foregoing; (iv) the past, present and future shareholders, directors, officers, agents, employees, clients, attorneys, insurers, predecessors, successors and assigns of any of the foregoing; and (v) any individual or entity which could be jointly liable with any of the foregoing

You have received this notice because records indicate you worked for Defendant as a non-exempt employee in California at Defendant's Regional Fulfillment Centers during the Class Period (defined below). 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 29, 2021, Plaintiff Reginald Antonio Chavis, Jr. filed a complaint against Defendant in the Sacramento County Superior Court on behalf of himself and other non-exempt employees who worked for Defendant in California for unpaid wages and penalties for alleged wage and hour violations of the California Labor Code, and claims under the California Business and Professions Code section 17200, *et seq.* On December 7, 2021, Plaintiff filed a First Amended Class Action and Representative Action Complaint, which asserted the same claims as the Action and added a claim for penalties for wage and hour violations under the California Private Attorneys' General Act ("PAGA"). On December 20, 2022, Plaintiff filed a Second Amended Class Action and Representative Action Complaint that defines the putative class as all persons currently and formerly employed by Defendant as non-exempt employees at Defendant's Regional Fulfillment Centers in California from September 29, 2017 to trial, and alleges claims for unpaid wages, penalties for alleged wage and hour violations of the California Labor Code and PAGA, and claims under the California Business and Professions

Code section 17200, *et seq.* (“Complaint”). The term “Action” means this putative class and representative action pending in Sacramento County Superior Court, Case No. 34-2021-00309003. The class period is from September 29, 2017 to December 31, 2022 (the “Class Period”).

Plaintiff’s Complaint alleges a failure to pay overtime wages and minimum wages, failure to timely pay final wages, failure to provide accurate wage statements, unfair competition, and a PAGA cause of action, on behalf of all persons currently and formerly employed by Defendant as non-exempt employees at Defendant’s Regional Fulfillment Centers in California from September 29, 2017 to the present. Plaintiff’s Complaint seeks recovery of compensatory damages, penalties, interest, and attorneys’ fees and costs. Defendant 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 on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in extensive private settlement negotiations. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions including the complete defenses to liability potentially available to Defendant, the inherent risk of trial on the merits, the risk of denial of class certification, and the delays associated with litigation, the Parties reached a class wide and PAGA Settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Settlement, Defendant continues to deny all allegations and claims, and entering into the Settlement is not an admission of wrongdoing or liability.

The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant, 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, or to exclude yourself (“opt out”) from the Settlement.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Settlement, Defendant agrees to pay a Gross Settlement Amount of \$450,000 for all claims, attorneys’ fees and costs, enhancement award, penalties, and settlement administration expenses (“Maximum Settlement Amount”). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees not to exceed thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Amount which equals \$150,000, attorneys’ costs not to exceed \$15,000, an Enhancement Award to the Class Representative not to exceed \$7,500, the fees and expenses of the settlement administrator estimated not to exceed \$11,500, and \$15,000 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 participating Class Members during the Class Period.

It has been determined that the number of workweeks you worked for Defendant as non-exempt employee at the Defendant’s Regional Fulfillment Centers in California during the Class Period is <<MERGED_workweeks>>. Your estimated Individual Settlement Payment is \$<<MERGED_EstSettAmt_Calc>>.

B. Settlement Formula, and Settlement Awards

Defendant will pay Settlement Awards through a Settlement Administrator, as described below, to each Class Member who has not submitted a Request for Exclusion from the Settlement. All Settlement Awards will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Action, that all Settlement Awards payable to eligible Class Members will be allocated from the Net Settlement Amount and paid as one-third (1/3) alleged unpaid wages for which IRS Forms W-2 will issue and two-thirds (2/3) for alleged unpaid penalties and interest for which IRS Forms 1099-MISC will issue.

Settlement Awards to Class Members will be based on the number of weeks worked by individual Class Members during the Class Period. The number of workweeks will be determined by reference to Defendant’s records. The Settlement Administrator or Defendant, based on Defendant’s records, will calculate the number of workweeks for each Class Member during the Class Period. The number of weeks worked will be calculated by dividing by seven (7) the total number of days worked by the Class Member for Defendant in California during the Class Period. Partial workweeks will not be counted, meaning incomplete workweeks will be rounded down; however, if a Class Member worked only one (1) day as a Class Member, such Class Member will be credited with having worked one (1) workweek for purposes of the Settlement.

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.

C. Calculations to Be Based on Defendant's Records

For each Class Member, the amount payable to the Class Member will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct, unless evidence to the contrary is provided to the Settlement Administrator. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of workweeks worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional workweeks must be submitted by the Class Member to the Settlement Administrator. The dispute will be resolved by the Settlement Administrator as described in Section E below.

D. Release of Claims

The Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff and Defendant contains a release which releases Defendant and the Released Parties from all claims under state, federal and local law alleged in the Action and that reasonably could have been alleged in the Action based on the factual allegations contained in the operative Complaint in the Action and any amendments thereto, as to the Class Members, including but not limited to California Labor Code sections 200, 201, 202, 203, 226, 226.2, 226.3, 226.6, 510, 558, 558.1, 1194, 1199, 2698, *et seq.*, California Business and Professions Code section 17200, *et seq.*, class and representative claims, the applicable Wage Order(s), and all claims for or related to alleged unpaid wages, overtime or double time wages, regular rate of pay, timely payment of wages at separation, itemized wage statements, unfair competition, unfair business practices, unlawful business practices, fraudulent business practices, injunctive relief, declaratory relief, accounting, liquidated damages, penalties of any nature (including but not limited to civil penalties, waiting-time penalties, and PAGA penalties), interest, fees, costs, as well as all other claims, allegations, and damages alleged in the Action, from September 29, 2017 through December 31, 2022 (collectively "Released Claims"). Expressly excluded from the release are claims for retaliation, discrimination, unemployment insurance, disability, workers' compensation, and claims outside the Released Claims.

The Release of Claims also covers PAGA Members. "PAGA Members" means all persons currently and formerly employed by Defendant as non-exempt employees at Defendant's Regional Fulfillment Centers in California from September 29, 2020 to December 31, 2022. "Released PAGA Claims" means any and all claims for civil penalties pursuant to PAGA that are reasonably related to or arising out of the factual allegations in the operative pleading in the Lawsuit and/or Plaintiff's September 29, 2021 PAGA notice to the LWDA which occurred during the PAGA Period (collectively, the "Released PAGA Claims"). Plaintiff and PAGA Members will release Defendants and the Released Parties from all remedies that could be claimed in connection with the Released PAGA Claims including but not limited to, statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief. Even if you choose not participate as a Class Member, if you are a PAGA Member, as defined above, you will still release the Released Parties from the Released PAGA Claims for the PAGA Period.

E. Resolution of Workweek Disputes

If a Class Member disputes the accuracy of Defendant's records as to the number of workweeks worked, any documentation supporting such dispute must be submitted to the Settlement Administrator. 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, the Class Representative will receive an Enhancement Award up to \$7,500. This payment will be made for his service as a 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 Defendant's attorneys' fees and costs for an unsuccessful outcome in the Action. The Class Representative also signed a general release of all claims, which is broader than the release applicable to all other Class Members, to be eligible for the Enhancement Award.

G. Attorneys' Fees and Costs

As consideration for the Settlement and in exchange for the release by the Settlement Class, Defendant agrees to pay Class Counsel's attorneys' fees and costs to be set by the Court, up to a maximum of thirty-three and one-third percent (33 1/3%) of the Maximum Settlement Amount which equals \$150,000, and attorneys' costs not to exceed \$15,000. Class Counsel's attorneys' fees and costs will be paid and deducted from the Maximum Settlement Amount.

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 dates you were employed by Defendant 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:

Chavis v. Grocery Outlet, Inc. Settlement Administrator
PO Box 51570
Irvine, CA 92619
Telephone/Fax: 888-557-2773
Classaction@xpandlegal.com

The Request for Exclusion must be postmarked no later than August 21, 2023. If you submit a Request for Exclusion which is not postmarked by August 21, 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. Please note you may only exclude yourself from the class action settlement and not from the PAGA Settlement.

Any person who submits a complete and timely Request for Exclusion shall, upon receipt by the Claims 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.

B. Objection 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 may file a written objection and a notice of intention to appear at the Final Approval hearing currently set for September 15, 2023 in Department 28. You must file the written objection and notice of intention to appear at the Final Approval Hearing with the Office of the Clerk of the Sacramento County Superior Court, 720 Ninth Street, Sacramento, California 95814, and send copies to the Claims Administrator, and Counsel as follows:

CLASS COUNSEL

Eric B. Kingsley, Esq.
Kelsey M. Szamet, Esq.
KINGSLEY & KINGSLEY, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

DEFENDANT’S COUNSEL

Cary G. Palmer, Esq.
Erika M. Barbara, Esq.
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

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 dates you were employed as a non-exempt employee in California by Defendant. To be valid and effective, any objections to approval of the Settlement must be filed with the Clerk of the Court, Sacramento County Superior Court, 720 Ninth Street, Sacramento, California 95814, and delivered to the Settlement Administrator and each of the above-listed attorneys no later than sixty (60) calendar days after the Settlement Administrator mails this Class Notice to the Class Members. **DO NOT TELEPHONE THE COURT.**

However, a Class Member may appear at the Final Approval Hearing, either in person or through their own counsel, and object to the Settlement Agreement and any of its terms without submitting a prior objection in the manner and by the deadline specified above. 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 Sacramento 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 sixty (60) days after the Settlement Administrator mails this Class Notice to Class Members. You will then continue as a Settlement 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 9:00 a.m. (Pacific Time) on September 15, 2023, in Department 28, Superior Court of the State of California for the County of Sacramento, or such other later date as the Court may authorize.

You may also learn more about making a remote appearance in this matter by reviewing the webpage located at <https://www.saccourt.ca.gov/general/coronavirus.aspx>

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 Defendant and the Released Parties from the Released Claims as described above. In other words, if you were employed as a Class Member by Defendant 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 Defendant 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 hearing in Department 28 of the Superior Court of the State of California in and for the County of Sacramento on September 15, 2023, at 9:00 a.m. (Pacific Time), to determine whether the Settlement should be finally approved as fair, reasonable and adequate. The Court also will be asked 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 August 24, 2023 and will be available for review after that date. Class Counsel are seeking approval of a total of not more than thirty-three and one-third percent (33 1/3%) of the Settlement for attorneys' fees, which equals \$150,000, and not more than \$15,000 for attorneys' costs.

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 Plaintiffs and Defendant ("Settlement Agreement") which is on file with the Clerk of the Court. The pleadings and other records in this Action, including the Settlement Agreement, may be examined at any time during regular business hours at the Office of the Clerk of the Sacramento County Superior Court, at 720 Ninth Street, Sacramento, California 95814. You may also visit www.GroceryOutletSettlement.com, which will include links to the Settlement Agreement, Class Notice, Motions for Preliminary and Final Approval, and Motion for Attorneys' Fees as they become available.

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

Eric B. Kingsley, Esq.
Kelsey M. Szamet, Esq.
KINGSLEY & KINGSLEY, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

Telephone: (818) 990-8300
Facsimile: (818) 990-2903
E-mail: eric@kingsleykingsley.com
E-mail: kelsey@kingsleykingsley.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

«FullBarcodeEncoded»

XpandRec# « XpandRec#»

Claim No.: GOC - «ID_Number»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

**TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
POR EL CONDADO DE SACRAMENTO**

REGINALD ANTONIO CHAVIS JR.,
como persona individual, en nombre de sí mismo y de otros
en situación similar,

DEMANDANTE,

contra

GROCERY OUTLET INC.; y OTROS del 1 al 50,
inclusive,

DEMANDADOS.

Caso N.º 34-2021-00309003

**AVISO DE ACUERDO DE DEMANDA
COLECTIVA PROPUESTO Y FECHA DE
AUDIENCIA PARA LA APROBACIÓN FINAL DEL
ACUERDO POR PARTE DEL TRIBUNAL**

ATENCIÓN: TODAS LAS PERSONAS EMPLEADAS POR GROCERY OUTLET, INC. COMO EMPLEADOS NO EXENTOS EN LOS CENTROS LOGÍSTICOS REGIONALES DEL DEMANDADO EN CALIFORNIA DESDE EL 29 DE SEPTIEMBRE DE 2017 HASTA EL 31 DE DICIEMBRE DE 2022:

POR FAVOR LEA ESTE AVISO DETENIDAMENTE. ESTE AVISO TRATA DE UN ACUERDO PROPUESTO DE LITIGIO DE DEMANDA COLECTIVA. SI USTED ES UN MIEMBRO DEL COLECTIVO, CONTIENE INFORMACIÓN IMPORTANTE SOBRE SU DERECHO A RECIBIR UN PAGO O A OPTAR POR NO PARTICIPAR EN EL ACUERDO SEGÚN LOS PROCEDIMIENTOS QUE SE DESCRIBEN A CONTINUACIÓN.

SI NO DESEA RECIBIR EL PAGO EN VIRTUD DEL ACUERDO O PARTICIPAR EN EL MISMO, DEBE SOLICITAR SER EXCLUIDO DEL COLECTIVO DEL ACUERDO NO MÁS TARDE DEL 21 DE AGOSTO DE 2023.

De conformidad con la Orden que otorga la aprobación preliminar de la demanda colectiva y el Acuerdo PAGA del Tribunal Superior del Estado de California en y por el Condado de Sacramento registrada el 8 de mayo de 2023, POR LA PRESENTE SE LE NOTIFICA LO SIGUIENTE:

Se ha llegado a un acuerdo de demanda colectiva entre las Partes en la demanda mencionada anteriormente que se encuentra pendiente en el Tribunal Superior del Estado de California por el Condado de Sacramento en nombre de todas las personas empleadas actualmente y anteriormente por Grocery Outlet, Inc. ("Demandado") como empleados no exentos en los Centros Logísticos Regionales del Demandado en California desde el 29 de septiembre de 2017 al 31 de diciembre de 2022 (el "Colectivo del Acuerdo" o "Miembros del Colectivo"); el Colectivo del Acuerdo no incluye a las personas que presenten Solicitudes de Exclusión válidas (como se explica a continuación), o que previamente hayan resuelto, liberado o recibido indemnizaciones por reclamaciones cubiertas por el Acuerdo.

Las "Partes liberadas" en la Acción incluyen: (i) Demandado; (ii) cada una de las empresas matrices directas e indirectas pasadas, presentes y futuras del Demandado; (iii) las respectivas subsidiarias y afiliadas directas e indirectas pasadas, presentes y futuras de cualquiera de los anteriores; (iv) los accionistas, directores, funcionarios, agentes, empleados, clientes, abogados, aseguradores, predecesores, sucesores y cesionarios pasados, presentes y futuros, de cualquiera de los anteriores; y (v) cualquier individuo o entidad que pueda ser conjuntamente responsable con cualquiera de los anteriores.

Usted ha recibido este aviso porque los registros indican que trabajó para el Demandado como empleado no exento en California en los Centros Logísticos Regionales del Demandado durante el Período del Colectivo (que se define a continuación). Este aviso es para informarle sobre cómo puede participar en el Acuerdo o ser excluido del Acuerdo.

I. ANTECEDENTES DEL CASO

El 29 de septiembre de 2021, el Demandante Reginald Antonio Chavis, Jr. interpuso una demanda contra el Demandado en el Tribunal Superior del Condado de Sacramento en su nombre y en el de otros empleados no exentos que trabajaron para el Demandado en California por salarios no pagados y sanciones por presuntas violaciones de salarios y horas del Código Laboral de California, y reclamaciones de conformidad con el artículo 17200, y ss del Código Comercial y Profesional de California. El 7 de diciembre de 2021, el Demandante presentó una Primera Demanda Colectiva Enmendada y una Demanda de Acción Representativa, que afirmaba las mismas reclamaciones que la Acción y agregó una reclamación de sanciones por violaciones de salarios y horas conforme a la Ley General de Abogados Privados de California ("PAGA"). El 20 de diciembre de 2022, el Demandante presentó una Segunda Demanda Colectiva Enmendada y una Demanda de Acción Representativa que define al colectivo putativo como todas las personas empleadas actualmente y anteriormente por el Demandado como empleados no exentos en los Centros Logísticos Regionales del Demandado en California desde el 29 de septiembre de 2017 hasta el juicio, y alega reclamaciones por salarios no pagados, sanciones por presuntas violaciones de salarios y horas del Código Laboral de California y PAGA, y reclamaciones bajo el artículo 17200 y ss. del Código Comercial y Profesional de California ("Demanda"). El término "Acción" se refiere a este colectivo putativo y acción representativa pendiente en el Tribunal Superior del Condado de Sacramento, Caso N.º 34-2021-00309003. El período del colectivo es desde el 29 de septiembre de 2017 al 31 de diciembre de 2022 (el "Período del Colectivo").

La demanda del Demandante alega no pagar los salarios de horas extras y salarios mínimos, no pagar oportunamente los salarios finales, no proporcionar estados de salarios correctos, competencia desleal y una causa de acción de PAGA, en nombre de todas las personas empleadas actualmente y anteriormente por el Demandado como empleados no exentos en los Centros Logísticos Regionales del Demandado en California desde el 29 de septiembre de 2017 hasta la actualidad. La demanda del Demandante solicita la recuperación de daños compensatorios, sanciones, intereses y honorarios y costos de abogados. El Demandado niega todas las reclamaciones y niega que el Demandante y los Miembros del Colectivo tengan derecho a cualquier recuperación.

La Acción ha sido litigada activamente. Ha habido investigaciones en curso, y un intercambio de amplia documentación e información. Además, las Partes han participado en extensas negociaciones de acuerdos privados. Sobre la base de las negociaciones, y todos los hechos y circunstancias conocidos, entre otros, los diversos riesgos e incertidumbres relacionados con las acciones legales, incluidas las defensas completas a la responsabilidad potencialmente disponibles para el Demandado, el riesgo inherente de juicio sobre los fundamentos, el riesgo de denegación de la certificación colectiva y los retrasos asociados con el litigio, las Partes llegaron a un Acuerdo Colectivo y PAGA. Al llegar a un acuerdo, las Partes evitarán los riesgos asociados con un largo proceso de litigio. A pesar de aceptar y respaldar el Acuerdo, el Demandado continúa negando todas las alegaciones y reclamaciones, y concertar el Acuerdo no es una admisión de irregularidades o responsabilidad.

Desde entonces, las Partes han concertado una Estipulación Conjunta de Demanda Colectiva y Acuerdo PAGA y Liberación entre el Demandante y el Demandado, que ha sido aprobada preliminarmente por el Tribunal.

Si usted forma parte del Colectivo del Acuerdo, tiene la oportunidad de participar en el Acuerdo, o excluirse ("optar por no participar") del Acuerdo.

II. RESUMEN DEL ACUERDO PROPUESTO

A. El monto del Acuerdo

Conforme a los términos del Acuerdo, el Demandado acepta pagar un Monto Bruto del Acuerdo de \$450,000 por todas las reclamaciones, honorarios y costos de abogados, adjudicación de mejora, sanciones y gastos de administración del Acuerdo ("Monto Máximo del Acuerdo"). De este Monto Máximo de Acuerdo se deducirán las sumas aprobadas por el Tribunal para los honorarios de los abogados que no excedan del treinta y tres y un tercio por ciento (33 1/3%) del Monto Máximo del Acuerdo que equivale a \$150,000, los costos de los abogados que no excedan los \$15,000, una Adjudicación de Mejora al Representante del Colectivo que no exceda los \$7,500, los honorarios y gastos del administrador del acuerdo estimados que no excedan los \$11,500, y \$15,000 pagaderos a la Agencia del Desarrollo y la Fuerza Laboral de California ("LWDA") por supuestas sanciones de PAGA, lo que resultará en un "Monto Neto de Acuerdo" para distribuir a todos los Miembros del Colectivo. Como se explica más adelante, el monto de cada adjudicación del Acuerdo al Miembro del Colectivo dependerá del número de semanas trabajadas por los Miembros del Colectivo participantes durante el Período del Colectivo.

Se ha determinado que el número de semanas laborales que trabajó para el Demandado como empleado no exento en los Centros Logísticos Regionales del Demandado en California durante el Período del Colectivo es de <<MERGED_workweeks>> semanas. Su Pago Individual del Acuerdo se estima en \$<<MERGED_EstSettAmt_Calc>>.

B. Fórmula del Acuerdo y Adjudicaciones del Acuerdo

Como se describe a continuación, el Demandado pagará las Adjudicaciones del Acuerdo a través de un Administrador del Acuerdo, a cada Miembro del Colectivo que no haya presentado una Solicitud de Exclusión del Acuerdo. Todas las Adjudicaciones del Acuerdo estarán sujetas a los impuestos debidos. Las Partes han acordado, basándose en las alegaciones de la Acción, que todas las Adjudicaciones del Acuerdo pagaderas a los Miembros del Colectivo elegibles se distribuirán del Monto Neto del Acuerdo y se pagará un tercio (1/3) por los supuestos salarios no pagados por los cuales se emitirán los Formularios W-2 del IRS y dos tercios (2/3) por supuestas sanciones e intereses no pagados por los cuales se emitirán los Formularios 1099-MISC del IRS.

Las adjudicaciones del Acuerdo a los Miembros del Colectivo se basarán en el número de semanas trabajadas por los Miembros Individuales del Colectivo durante el Período del Colectivo. El número de semanas laborales se determinará según los registros del Demandado. El Administrador del Acuerdo o el Demandado, basándose en los registros del Demandado, calculará el número de semanas laborales para cada Miembro del Colectivo durante el Período del Colectivo. El número de semanas trabajadas se calculará dividiendo entre siete (7) el número total de días trabajados por el Miembro del Colectivo para el Demandado en California durante el Período del Colectivo. Las semanas laborales parciales no se contabilizarán, lo que significa que las semanas laborales incompletas se redondearán a la baja; sin embargo, si un Miembro del Colectivo trabajó solo un (1) día como Miembro del Colectivo, se le acreditará a dicho Miembro del Colectivo el haber trabajado una (1) semana laboral a efectos del Acuerdo.

El recibo de las Adjudicaciones del Acuerdo no dará derecho a ningún Miembro del Colectivo a una compensación o beneficios adicionales en virtud de ningún plan o acuerdo de compensación o beneficio de la compañía vigente durante el período cubierto por el Acuerdo.

C. Cálculos basados en los registros del Demandado

Para cada Miembro del Colectivo, el Administrador del Acuerdo calculará el monto pagadero al Miembro del Colectivo según los registros del Demandado. Los registros del Demandado se presumirán correctos, a menos que se proporcionen pruebas de lo contrario.

al Administrador del Acuerdo. Los registros del Demandado y cualquier prueba adicional serán revisados por el Administrador del Acuerdo en caso de una disputa sobre el número de semanas laborales trabajadas por un Miembro Individual del Colectivo. Si un Miembro del Colectivo disputa la exactitud de los registros del Demandado, todos los documentos de respaldo que prueben semanas de trabajo adicionales deben ser enviados por el Miembro del Colectivo al Administrador del Acuerdo. La disputa será resuelta por el Administrador del Acuerdo como se describe en la Sección E a continuación.

D. Liberación de reclamaciones

La Estipulación Conjunta de la Demanda Colectiva y el Acuerdo PAGA y Liberación de entre el Demandante y el Demandado contiene una liberación que libera al Demandado y a las Partes Liberadas de todas las reclamaciones bajo la ley estatal, federal y local alegadas en la Acción y que razonablemente podrían haberse alegado en la Acción basadas en las alegaciones fácticas contenidas en la Demanda operativa en la Acción y cualquier enmienda a la misma, en cuanto a los Miembros del Colectivo, incluidos, entre otros, los artículos 200, 201, 202, 203, 226, 226.2, 226.3, 226.6, 510, 558, 558.1, 1194, 1199, 2698, *et seq.* del Código Laboral de California, el artículo 17200 *et seq.* del Código Comercial y Profesional de California, las reclamaciones colectivas y representativas, la(s) Orden(es) de Salario aplicable(s) y todas las reclamaciones por, o relacionadas con, los supuestos salarios, horas extras o salarios de doble tiempo no pagados, la tasa regular de pago, el pago oportuno de salarios a la terminación del empleo, estados de salario detallados, competencia desleal, prácticas comerciales desleales, prácticas comerciales ilegales, prácticas comerciales fraudulentas, agravio por orden judicial, reparación declarativa, contabilidad, daños liquidados, sanciones de cualquier naturaleza (incluidas, entre otras, sanciones civiles, sanciones por tiempo de espera y sanciones de PAGA), intereses, honorarios, costos, así como todas las demás reclamaciones, alegatos y daños alegados en la Acción, desde el 29 de septiembre de 2017 hasta el 31 de diciembre de 2022 (colectivamente "Reclamaciones liberadas"). Se excluyen expresamente de la liberación las reclamaciones por represalias, discriminación, seguro de desempleo, discapacidad, compensación de trabajadores y reclamaciones fuera de las Reclamaciones liberadas.

La Liberación de reclamaciones también cubre a los Miembros de PAGA. "Miembros de PAGA" se refiere a todas las personas empleadas actualmente y anteriormente por el Demandado como empleados no exentos en los Centros Logísticos Regionales del Demandado en California desde el 29 de septiembre de 2020 hasta el 31 de diciembre de 2022. "Reclamaciones PAGA liberadas" significa todas y cada una de las reclamaciones por sanciones civiles de conformidad con PAGA que estén razonablemente relacionadas o que surjan de las alegaciones de hecho en el alegato operativo en la Demanda y/o la notificación PAGA del Demandante del 29 de septiembre de 2021 a la LWDA que ocurrió durante el Período PAGA (colectivamente, las "Reclamaciones PAGA liberadas"). El Demandante y los Miembros de PAGA liberarán a los Demandados y a las Partes Liberadas de todos los recursos que puedan reclamarse en relación con las Reclamaciones de PAGA liberadas, incluidos, entre otros, daños estatutarios, constitucionales, contractuales, costos no pagados, sanciones, daños punitivos, intereses, honorarios de abogados, costos de litigio, restitución y compensación equitativa. Incluso si decide no participar como Miembro del Colectivo, si es un Miembro de PAGA, como se define anteriormente, aún liberará a las Partes Liberadas de las Reclamaciones de PAGA liberadas durante el Período de PAGA.

E. Resolución de las disputas sobre las semanas trabajadas

Si un Miembro del Colectivo cuestiona la exactitud de los registros del Demandado en cuanto al número de semanas laborales trabajadas, cualquier documentación que respalde dicha disputa debe enviarse al Administrador del Acuerdo. Todas las disputas de las semanas laborales 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. Adjudicación de mejora para el Representante del Colectivo

Sujeto a la aprobación del Tribunal, el Representante del Colectivo recibirá una Adjudicación de Mejora de hasta \$7,500. Este pago se realizará por su servicio como Representante del Colectivo, incluida la participación activa en el enjuiciamiento de la Acción, así como la voluntad de aceptar el riesgo de incurrir en los costos de los Abogados del Colectivo o pagar los honorarios de los abogados del Demandado y los costos en caso de un resultado fallido en la Acción. El Representante del Colectivo también ha firmado una liberación general de todas las reclamaciones, que es más amplia que la liberación aplicable a todos los demás Miembros del Colectivo, para ser elegible para la Adjudicación de Mejora.

G. Honorarios y costos de abogados

Como contraprestación por el Acuerdo y a cambio de la liberación por parte del Colectivo del Acuerdo, el Demandado acepta pagar los honorarios y costos de los abogados del Colectivo que serán establecidos por el Tribunal, hasta un máximo del treinta y tres y un tercio por ciento (33 1/3%) del Monto Máximo del Acuerdo que equivale a \$150,000, y los costos de los abogados que no excedan los \$15,000. Los honorarios y costos de los Abogados del Colectivo se pagarán y deducirán del Monto Máximo del Acuerdo.

III. CUÁLES SON SUS DERECHOS COMO MIEMBRO DEL COLECTIVO

A. Excluirse del Acuerdo

Si no desea participar en el Acuerdo, puede excluirse (es decir, "optar por no participar") mediante la presentación oportuna de una solicitud por escrito al Administrador del Acuerdo indicando que ha recibido notificación del Acuerdo, ha decidido no participar en el Acuerdo y desea ser excluido del mismo, o palabras a tal efecto ("Solicitud de Exclusión"). Su Solicitud de Exclusión también debe

indicar su nombre completo, dirección, fecha de nacimiento y fechas en que fue empleado por el Demandado como empleado no exento en California. La Solicitud de Exclusión debe ser firmada, fechada y enviada por correo de Primera Clase de EE.UU., o su equivalente, a:

Chavis v. Grocery Outlet, Inc. Settlement Administrator
PO Box 51570
Irvine, CA 92619
Teléfono/Fax: 888-557-2773

La Solicitud de Exclusión debe llevar sello postal del 21 de agosto de 2023 a más tardar. Si envía una Solicitud de Exclusión que no tiene el sello postal del 21 de agosto de 2023 a más tardar, su Solicitud de Exclusión será denegada y estará sujeto a la Liberación y a todos los demás términos del Acuerdo. Si la Solicitud de Exclusión se envía desde los Estados Unidos, debe enviarse a través del Servicio Postal de los Estados Unidos por correo de primera clase, o su equivalente. No utilice un medidor de franqueo, ya que es posible que no aparezca un matasellos en el sobre que contiene su Solicitud de Exclusión. Tenga en cuenta que solo puede excluirse del acuerdo de demanda colectiva y no del acuerdo de PAGA.

Cualquier persona que presente una Solicitud de Exclusión completa y oportuna, una vez recibida por el Administrador de Reclamaciones, ya no será un Miembro del Colectivo, no se le permitirá 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 Liberadas contra las Partes Liberadas, y, a su propio costo, puede presentar cualquier reclamación que pueda tener contra las Partes Liberadas.

B. Objetar al Acuerdo

Si no se excluye del Acuerdo, puede objetar los términos del Acuerdo antes de la Aprobación Final. Sin embargo, si el Tribunal rechaza su objeción, usted seguirá estando obligado por los términos del Acuerdo. Para objetar, puede presentar una objeción por escrito y un aviso de intención de comparecencia en la Audiencia de Aprobación Final actualmente programada para el 15 de septiembre de 2023 en la Sala 28. Debe presentar la objeción por escrito y el aviso de intención de comparecencia en la Audiencia de Aprobación Final en la Oficina del Secretario del Tribunal Superior del Condado de Sacramento, 720 Ninth Street, Sacramento, California 95814, y enviar copias al Administrador de Reclamaciones y a los Abogados que se indican a continuación:

ABOGADOS DEL COLECTIVO

Eric B. Kingsley, Esq.
Kelsey M. Szamet, Esq.
KINGSLEY & KINGSLEY, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

ABOGADOS DEL DEMANDADO

Cary G. Palmer, Esq.
Erika M. Barbara, Esq.
JACKSON LEWIS P.C.
400 Capitol Mall, Suite 1600
Sacramento, CA 95814

Cualquier objeción por escrito debe indicar cada razón específica en apoyo de su objeción y cualquier respaldo legal para cada objeción. Su objeción también debe indicar su nombre completo, dirección, fecha de nacimiento y fechas en que fue empleado no exento en California por el Demandado. Para ser válida y efectiva, cualquier objeción a la aprobación del Acuerdo debe presentarse ante el Secretario del Tribunal, Tribunal Superior del Condado de Sacramento, 720 Ninth Street, Sacramento, California 95814, y enviarse al Administrador del Acuerdo y a cada uno de los abogados mencionados anteriormente no más tarde de los sesenta (60) días hábiles después de que el Administrador del Acuerdo le envíe por correo este Aviso de Demanda Colectiva a los Miembros del Colectivo. **NO LLAME POR TELÉFONO AL TRIBUNAL.**

Sin embargo, un Miembro del Colectivo puede comparecer en la Audiencia de Aprobación Final, ya sea en persona o a través de su propio abogado, y objetar al Acuerdo de Resolución y cualquiera de sus términos sin presentar una objeción previa en la forma y en el plazo especificado anteriormente. Si decide presentar una objeción a los términos de este Acuerdo, puede presentar una comparecencia *in propria persona* (lo que significa que elige representarse a sí mismo) o a través de su propio abogado a su propio costo. Para hacerlo, debe presentar una Solicitud de comparecencia ante el Secretario del Tribunal Superior del Condado de Sacramento y entregar copias al Administrador del Acuerdo y a cada uno de los abogados mencionados anteriormente. Dicha Solicitud de Comparecencia debe presentarse ante el Tribunal y entregarse a los abogados mencionados no más tarde de los sesenta (60) días después de que el Administrador del Acuerdo le envíe por correo este Aviso de Demanda Colectiva a los Miembros del Colectivo. Entonces continuará como Miembro del Colectivo del Acuerdo ya sea *in propria persona* o con la representación de su propio abogado, y usted será el único responsable de los honorarios y costos de su propio abogado. La audiencia de equidad final en la que se le pedirá al Tribunal que apruebe el Acuerdo tendrá lugar a las 9:00 a.m. (hora del Pacífico) del 15 de septiembre de 2023, en la Sala 28, Tribunal Superior del Estado de California por el Condado de Sacramento, o en cualquier otra fecha posterior que el Tribunal pueda autorizar.

También puede obtener más información sobre cómo hacer una comparecencia remota en este asunto visitando la página web ubicada en <https://www.saccourt.ca.gov/general/coronavirus.aspx>

IV. EFECTO DEL ACUERDO: DERECHOS Y RECLAMACIONES LIBERADOS

Una vez que el Tribunal otorgue la Aprobación Final, todos y cada uno de los Miembros del Colectivo que no se excluyan del Acuerdo, liberarán al Demandado y a las Partes Liberadas de las Reclamaciones Liberadas como se describe anteriormente. En otras palabras, si fue empleado como Miembro del Colectivo por el Demandado en California durante el Período del Colectivo, y no se excluye

del Colectivo del Acuerdo, se considerará que ha concertado esta liberación y que ha liberado las Reclamaciones Liberadas descritas anteriormente. Además, se le prohibirá para siempre demandar al Demandado y a las Partes Liberadas con respecto a las Reclamaciones Liberadas cubiertas por este Acuerdo. Si el Tribunal no aprueba el Acuerdo o no se convierte en definitivo por alguna otra razón, el litigio continuará.

V. AUDIENCIA DE APROBACIÓN FINAL DEL ACUERDO

El Tribunal celebrará una audiencia en la Sala 28 del Tribunal Superior del Estado de California en y por el Condado de Sacramento el 15 de septiembre de 2023, a las 9:00 a.m. (hora del Pacífico), para determinar si el Acuerdo debe aprobarse finalmente como justo, razonable y adecuado. También se le solicitará al Tribunal que apruebe la solicitud de los Abogados del Colectivo de honorarios y costos de abogados, los costos de administración y la Adjudicación de Mejora que se pagará al Representante del Colectivo. La solicitud de los Abogados del Colectivo para los honorarios de abogados y los costos del litigio estará archivada en el Tribunal no más tarde del 24 de agosto de 2023 y estará disponible para su revisión después de esa fecha. Los Abogados del Colectivo solicitan la aprobación de un total de no más del treinta y tres y un tercio por ciento (33 1/3%) del Acuerdo para honorarios de abogados, lo que equivale a \$150,000, y no más de \$15,000 para los costos de los abogados.

La audiencia puede aplazarse sin previo aviso al Colectivo del Acuerdo. No es necesario que usted comparezca en esta audiencia, a menos que desee objetar 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 detallada de la demanda colectiva y el Acuerdo PAGA y liberación entre los Demandantes y el Demandado ("Acuerdo de Resolución") que se encuentra archivada con el Secretario del Tribunal. Los alegatos y otros registros en esta Acción, incluido el Acuerdo de Resolución, pueden examinarse en cualquier momento durante el horario regular en la Oficina del Secretario del Tribunal Superior del Condado de Sacramento, en 720 Ninth Street, Sacramento, California 95814. También puede visitar www.GroceryOutletSettlement.com, que incluirá enlaces al Acuerdo de Resolución, Aviso del Colectivo, Mociones de aprobación preliminar y final, y Moción de honorarios de abogados a medida que estén disponibles.

Si desea información adicional sobre esta demanda y sus procedimientos, puede comunicarse con los Abogados del Colectivo:

Eric B. Kingsley, Esq.
Kelsey M. Szamet, Esq.
KINGSLEY & KINGSLEY, APC
16133 Ventura Blvd., Suite 1200
Encino, CA 91436

Teléfono: (818) 990-8300
Fax: (818) 990-2903
E-mail: eric@kingsleykingsley.com
E-mail: kelsey@kingsleykingsley.com

POR FAVOR, NO LLAME POR TELÉFONO AL TRIBUNAL O A LA OFICINA DEL SECRETARIO PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O EL PROCESO DE RECLAMACIONES.

POR ORDEN DEL TRIBUNAL SUPERIOR

«FullBarcodeEncoded»

XpandRec# « XpandRec#»

Claim No.: GOC - «ID Number»

«FirstName» «LastName»

«Address1» «Address2»

«City», «State» «Zip»-«ZipDPC3»

EXHIBIT “C”

SUPERIOR COURT OF CALIFORNIA,

COUNTY OF SACRAMENTO

Case No. 34-2021-00309003

CLASS ACTION AND PAGA SETTLEMENT

IMPORTANT DATES & DEADLINES

Below are key dates and deadlines to be aware of for this matter:

Deadline to postmark any opt-out: *August 21, 2023*

Deadline to postmark any objection: *August 21, 2023*

Final Approval Hearing: *September 15, 2023*

CASE DOCUMENTS

[Notice of Proposed Class Action Settlement and Hearing Date for Final Court Approval of Settlement.pdf](#)

[Motion for Preliminary Approval of Class Action Settlement.pdf](#)

[Joint Stipulation of Class Action and PAGA Settlement with Exhibits.pdf](#)

[Amended Order Granting Preliminary Approval of Class and PAGA Settlement.pdf](#)

[Aviso De Acuerdo De Demanda Colectiva Propuesto.pdf](#)

CONTACT INFORMATION

Chavis v. Grocery Outlet, Inc. Settlement Administrator
c/o Xpand Legal

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Irvine, CA 92619

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(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 23, 2023, I served all interested parties in this action the following documents described as: **DECLARATION OF JONATHAN PAUL** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

JACKSON LEWIS P.C. Cary G. Palmer cary.palmer@jacksonlewis.com Erika M. Barbara erika.barbara@jacksonlewis.com 400 Capitol Mall, Suite 700 Sacramento, CA 95814 <i>Attorneys for Defendant</i>	D.LAW, INC. Emil Davtyan emil@d.law 400 N. Brand Blvd, 7th Floor Glendale, CA 91203 <i>Attorneys for Plaintiff</i>
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☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC SERVICE:** I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

☒ **BY ELECTRONIC MAIL TRANSMISSION:** I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 23, 2023, at Woodland Hills, California.



Michelle Tanzer