Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
S. Phillip Song (SBN 326572)
E-mail: psong@moonlawgroup.com
Morgan W. Simpson (SBN 337325)
E-mail: msimpson@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Hector Javier Perez Jimenez

AMBER EKLOF (SBN: 164463)
aeklof@grsm.com
ELIZABETH L. CHRISTIE (SBN: 341516)
lchristie@grsm.com
GORDON REES SCULLY MANSUKHANI, LLP
315 Pacific Avenue
San Francisco, California 94111
Telephone: (415) 986-5900
Facsimile: (415) 986-8054

Attorneys for Defendant Albeco, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

HECTOR JAVIER PEREZ JIMENEZ, individually, and on behalf of all others similarly situated, Plaintiff, vs. ALBECO, INC., a California corporation dba MOLLIE STONE'S MARKETS; and DOES 1 through 10, inclusive, Defendants	Case No.: CGC-24-619292 **PAGA SETTLEMENT AGREEMENT** Complaint Filed: October 25, 2024

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement" or "Settlement") is made by and between Plaintiffs Hector Javier Perez Jimenez and Maria Nora Montalvo (collectively "Plaintiffs") and Defendant Albeco, Inc. dba Mollie Stone's Markets ("Defendant"). (Plaintiffs and Defendant collectively, "the Parties," and individually "Party").

1. DEFINITIONS

1.1. "Action" means *Hector Javier Perez Jimenez v. Albeco, Inc. dba Mollie Stone's Markets* San Francisco County Superior Court Case No. CGC-24-619292.

1.2. "Administration Expenses Payment" means the amount of funds the Administrator will be paid from the Gross Settlement Amount as reimbursement for reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of the Settlement.

1.3. "Administrator" means Phoenix Class Action Administration Solutions ("Phoenix") the legal administration firm the Parties have appointed to administer the Settlement.

1.4. "Aggrieved Employee" means Plaintiffs and all current and former non-exempt, hourly-paid employees of Defendant who worked in California at any time during the PAGA Period.

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

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

1.7. "Approval Order" means the Court's order granting approval of the PAGA Settlement.

1.8. "Court" means the Superior Court of California, County of San Franciso.

1.9. "Defense Counsel" means Gordon Rees Scully Mansukhani, LLP.

1.10. "Effective Date" means the date upon which all of the following have occurred: (i) the Court has approved the Settlement; (ii) the Court has issued the Final Order and entered Judgment in accordance with the terms described herein; (iii) if there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court, and (iv) if there is an intervenor and no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

1.11. "Gross Settlement Amount" means $480,000.00, which is the total amount Defendant agrees to pay for settlement of the Released PAGA Claims, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff Enhancement Award, and the Administration Expenses Payment.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated by the Administrator according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

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

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

1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code § 2699(i).

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff Enhancement Award, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.17. "PAGA" means the California Private Attorneys General Act, Labor Code §§ 2698, *et seq*.

1.18. "PAGA Counsel" means Kane Moon, Allen Feghali, S. Phillip Song, Esq. and Morgan W. Simpson, Esq. of Moon Law Group, P.C., and David Bibiyan and Vedang J. Patel of Bibiyan Law Group, PC.

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

1.20. "PAGA Notice" means the Second Amended Notice dated February 29, 2024, to Defendant and the LWDA alleging various wage and hour violations and claiming civil penalties pursuant to Labor Code § 2699.3(a).

1.21. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant in California for at least one day during the PAGA Period.

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of the Released PAGA Claims.

1.23. "PAGA Period" means the period from October 25, 2023, through either the date of PAGA approval or December 31, 2025, whichever is earlier.

1.24. "Plaintiff Enhancement Award" means the enhancement award, not to exceed $7,500.00, paid to each Plaintiff in addition to their Individual PAGA Payment, in exchange for Plaintiffs' general release of claims and dismissal with prejudice of their individual claims in the Action.

1.25. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.26. "Released Parties" means: Defendant and their past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present, and future officers, directors, shareholders, partners, agents, insurers, employee, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns.

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

2. <u>RECITALS</u>

2.1. On October 25, 2024, Plaintiff Jimenez commenced this Action by filing a PAGA action under Cal. Lab. Code §§ 2698, *et seq*. On September 5, 2024, Plaintiff Montalvo commenced *Maria Nora Montalvo v. Albeco, Inc., et al.* United States District Court, Northern District of California, Case No. 25-cv-00759-HSG, another PAGA action under Cal. Lab. Code §§ 2698, *et seq.* On April 1, 2026,, the Parties filed First Amended Representative Action Complaint ("FAC") in the Jimenez matter, adding Plaintiff Montalvo. The FAC shall serve as the operative complaint in this Action for purposes of this Settlement (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and Plaintiffs PAGA Notice, and denies any and all liability for the causes of action alleged in this Action.

2.2. Pursuant to Labor Code § 2699.3(a), Plaintiffs gave timely written notice of the alleged PAGA claims to the LWDA, via online submission of Plaintiffs' PAGA Notice, with certified mail service on Defendant, and paid the required filing fee.

2.3. Prior to the mediation, the Parties engaged in informal discovery. The discovery included information sufficient to meaningfully evaluate the claims at issue in the Action, including applicable written documents regarding Defendant's wage and hour policies and practices in effect during the relevant period, Plaintiffs' personnel file, and a randomized sample of time and corresponding payroll records for Aggrieved Employees.

2.4. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Court's approval of this Settlement.

3. <u>MONETARY TERMS</u>

3.1. <u>Gross Settlement Amount</u>. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay $480,000.00, and no more, as the Gross Settlement Amount for the Released PAGA Claims. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel. A PAGA Counsel Fees Payment of not more than one-third (33%) of the Gross Settlement Amount, which is $160,000.00, and a PAGA Counsel Litigation Expenses Payment of not more than $45,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these maximum amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder as PAGA Penalties. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To Plaintiffs. Each Plaintiff shall seek an enhancement payment in the amount of Seven Thousand Five Hundred Dollars ($7,500.00) in recognition of the services provided on behalf of the State of California and Aggrieved Employees, including their time, effort, and risks assumed in prosecuting this Action. Defendant will not oppose requests for the Enhancement Payments provided that they do not exceed the foregoing amount. Plaintiffs shall file an application or motion seeking Court approval of the Enhancement Payments. If the Court approves an Enhancement Payment in an amount less than the amount requested for any Plaintiff, the

Administrator shall allocate the remainder to PAGA Penalties. The Released Parties shall have no liability to any Plaintiff arising from any claim to any portion of the Enhancement Payments. The Administrator shall issue payment of the Enhancement Payments pursuant to one or more IRS Form 1099s. Each Plaintiff assumes full responsibility and liability for all taxes owed on his or her Enhancement Payment and shall hold harmless and indemnify Defendant from any dispute or controversy regarding the tax treatment or payment of any Enhancement Payment.

3.2.3. To the Administrator. An Administration Expenses Payment not to exceed $7,950.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less and/or the Court approves payment less than $7,950.00, the Administrator will retain the remainder as PAGA Penalties.

3.2.4. To the LWDA and Aggrieved Employees. PAGA Penalties in the amount currently estimated to be no less than $252,050.00, payable from the Gross Settlement Amount, with 75% (no less than $189,037.50 allocated to the LWDA PAGA Payment and 25% (no less than $63,012.50) allocated to Aggrieved Employees as Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees for Defendant in California in a non-exempt position during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Individual PAGA Payments will be treated as 100% penalties for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, copies of which the Administrator will provide to Aggrieved Employees with their Individual PAGA Payment. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

3.2.4.3. Aggrieved Employees shall not be permitted to request exclusion from this Settlement.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Data. Within 14 calendar days of the Court's Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet or something similar. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their respective Counsel will expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.2. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 15 calendar days after the Effective Date.

4.3. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for and disburse all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fee Payment, Plaintiff Enhancement Award, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the Plaintiff Enhancement Award, PAGA

Counsel Fee Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.3.1. The Administrator will issue checks for Individual PAGA Payments and send them to Aggrieved Employees, via First Class U.S. Postal Service ("USPS") Mail with postage prepaid. The face of each check shall prominently state the date when the check will be voided, which will be 180 days after the date of mailing (the "Void Date"). The Administrator will cancel all checks not cashed by the Void Date. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee who failed to cash his or her check prior to the Void Date, thereby leaving no "unpaid residue" subject to California Code of Civil Procedure section 384, subd. (b).

4.3.2. Before mailing any checks, the Administrator must update Aggrieved Employees' mailing addresses using the National Change of Address Database.

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

5. RELEASED PAGA CLAIMS

Upon the Court's Approval Order and Defendant's payment to the Administrator of all funds owed in settlement of the Action, the LWDA will release the Released Parties from all PAGA claims alleged in the Operative Complaint, including civil penalties sought for unpaid wages, overtime, missed meal and rest periods, reimbursement claims, and wage statement violations, from October 25, 2023, through December 31, 2025. ("Released PAGA Claims").

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiffs' Responsibilities. Plaintiffs and PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code § 2699, subd. (f)(2), including (i) a draft [Proposed] Approval Order; (ii) a motion for settlement approval; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Aggrieved Employee Data, amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA, and the nature and extent of any financial relationship with the Parties, PAGA Counsel or Defense Counsel; and (iv) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (i.e., initial notice of violations [Lab. Code § 2699.3(a)]; Operative Complaint [Lab. Code § 2699(*l*)(1)]; and this Agreement [Lab. Code § 2699(*l*)(2)]).

6.2. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement, obtaining a prompt hearing date for the motion, and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order and this Agreement to the Administrator.

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

7. SETTLEMENT ADMINISTRATION

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

7.2. Employee Notice: Along with each Individual PAGA Payment and tax form, the Administrator shall mail a notice to the Aggrieved Employees, substantially in the form attached hereto as "Exhibit A" and approved by the Court. The Administrator shall translate the notice into Spanish, and each Aggrieved Employee shall be provided a notice in English and Spanish.

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

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

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

8. PAGA SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on a review of its records, Defendants estimated that as of August 20, 2025, there were approximately 831 Aggrieved Employees who worked an estimated 48,000 total PAGA Pay Periods for the PAGA period from August 20, 2023, through mediation on September 15, 2025. Based on the updated PAGA Period as defined in section 1.23 above, Defendant estimates that there are approximately 793 Aggrieved Employees who worked an estimated 49,791 total PAGA Pay Periods. If the number of PAGA Pay Periods is 10% or more higher than the original estimate of PAGA Pay Periods (i.e., if the actual number is 52,800 or more), then the Gross Settlement Amount shall be increased by the percentage that the actual number of pay periods exceeds 52,800. The pay period value shall be calculated by dividing the GSA by 48,000. The Parties agree that the pay period value amounts to $10.00 per pay period ($480,000 / 48,000 pay periods) However, should the number of pay periods reach 52,800, and Plaintiffs elect to enforce the escalator clause, Defendant will have the right, in the exercise of its sole discretion, to limit the PAGA release period to the time at which the number of pay periods reaches 52,800 or the GSA shall be increased by $10.00 for every pay period over 52,800.

9. <u>CONTINUING JURISDICTION AND WAIVER OF RIGHT TO APPEAL</u>

9.1. <u>Continuing Jurisdiction of the Court</u>. The Parties agree that following entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS

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

10.2. Integrated Agreement. Upon execution by all Parties and their respective Counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to settlement of the Released PAGA Claims, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

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

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

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

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

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

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

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

10.11. Confidentiality.

10.11.1. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.11.2. Neither Party may publicize the Settlement or this Agreement, including, but not limited to, communications through any social media, unless so ordered by the Court or unless the same would interfere with PAGA Counsel's ability to represent Aggrieved Employees. Notwithstanding the foregoing, Plaintiffs and/or PAGA

Counsel shall submit this Agreement to the LWDA and the Court for purposes of obtaining approval of the Settlement.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code § 1152, all copies and summaries of the Aggrieved Employee Data provided to PAGA Counsel by Defense Counsel in connection with the mediation, settlement negotiations, and/or in connection with this Agreement may be used only with respect to the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all funds under the Settlement, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of the Aggrieved Employee Data.

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

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

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

To Plaintiffs:

MOON LAW GROUP, PC
Kane Moon
E-mail: kmoon@moonlawgroup.com
Allen Feghali
E-mail: afeghali@moonlawgroup.com
S. Phillip Song
E-mail: psong@moonlawgroup.com

Morgan W. Simpson
E-mail: msimpson@moonlawgroup.com
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

To Defendant:

GORDON REES SCULLY MANSUKHANI, LLP
AMBER EKLOF
aeklof@grsm.com
ELIZABETH L. CHRISTIE
lchristie@grsm.com
315 Pacific Avenue
San Francisco, California 94111
Telephone: (415) 986-5900
Facsimile: (415) 986-8054

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

10.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of the Settlement or this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to California Code of Civil Procedure § 583.330, to extend the date to bring a case to trial under California Code of Civil Procedure § 583.310 for the entire period of this settlement process.

[signatures on following page]

AGREED AND UNDERSTOOD BY:

Plaintiffs:

Firmado por:

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Dated: 5/9/2026 By: ______________________________
Hector Javier Perez Jimenez

Dated: 05/11/2026 By: Maria Montalvo
Maria Nora Montalvo

Defendant:

Dated: ____________ ALBECO, INC., dba MOLLIE STONE'S MARKETS

By: ______________________________
Mike Stone, CEO

APPROVED AS TO FORM ONLY BY:

Plaintiffs' Counsel:

Dated: 5/11/2026 **MOON LAW GROUP, PC**

By: ______________________________
Kane Moon
Allen Feghali

Dated: 05/11/2026 **BIBIYAN LAW GROUP, PC**

By: David Bibiyan
David B. Bibiyan

Attorneys for Plaintiffs

Defendant's Counsel:

Dated: 5/11/26 **GORDON REES SCULLY MANSUKHANI, LLP**

By: ______________________________
Amber Eklof
Elizabeth L. Christie

Attorneys for Defendant

AGREED AND UNDERSTOOD BY:

Plaintiffs:

Dated: ________________ By: ________________________________
Hector Javier Perez Jimenez

Dated: 05/11/2026 By: Maria Montalvo
Maria Nora Montalvo

Defendant:

Dated: May 5, 2026 ALBECO, INC., dba MOLLIE STONE'S MARKETS

Docusigned by:
By: ________________________________
28118984E6DA410...
Mike Stone, CEO

APPROVED AS TO FORM ONLY BY:

Plaintiffs' Counsel:

Dated: ________________ **MOON LAW GROUP, PC**

By: ________________________________
Kane Moon
Allen Feghali

Dated: 05/11/2026 **BIBIYAN LAW GROUP, PC**

By: David Bibiyan
David B. Bibiyan

Attorneys for Plaintiffs

Defendant's Counsel:

Dated: ________________ **GORDON REES SCULLY MANSUKHANI, LLP**

By: ________________________________
Amber Eklof
Elizabeth L. Christie

Attorneys for Defendant

Exhibit A

[SETTLEMENT ADMINISTRATOR LETTERHEAD]

Mailing Date

NOTICE OF SETTLEMENT

RE: *Hector Javier Perez Jimenez v. Albeco, Inc. dba Mollie Stone's Markets*
San Francisco County Superior Court Case No. CGC-24-619292

[Settlement Administrator Info]

A Superior Court for the State of California authorized this Notice. Please read it carefully!
This is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You have received the enclosed check in connection with a Settlement of the above-referenced Lawsuit brought against Albeco, Inc. dba Mollie Stone's Markets (referred to as "Defendant") by former employees of Defendant, Plaintiffs Hector Javier Perez Jimenez and Maria Nora Montalvo (collectively "Plaintiffs"), for civil penalties pursuant to the California Private Attorneys General Act, Labor Code sections 2698, *et seq.* (referred to as "PAGA").

Plaintiffs filed a Lawsuit against Defendant in the California Superior Court San Francisco County, entitled *Hector Javier Perez Jimenez v. Albeco, Inc. dba Mollie Stone's Markets* (referred to as the "Lawsuit"). Plaintiffs filed their Lawsuit on behalf of all current and former non-exempt, hourly-paid employees of Defendant who worked in California at any time during the PAGA period (referred to as "Aggrieved Employees"). The "PAGA Period" means the period from October 25, 2023, through December 31, 2025.

Defendant denies all allegations and liability alleged in the Lawsuit. Likewise, Plaintiffs deny that any of Defendant's defenses have merit. However, to avoid further time and expense of protracted and uncertain litigation, Defendant and Plaintiffs have agreed to resolve the Lawsuit by way of a written settlement agreement (referred to as the "Settlement"). The Settlement, which was approved by the Superior Court on DATE resolves all claims for PAGA penalties alleged in the Lawsuit (referred to as the "Settlement Approval Order").

Upon the date of the Court's Settlement Approval Order and Defendant's payment to the Settlement Administrator, Phoenix Class Action Administration Solutions, of all funds owed in settlement of the Lawsuit, the California Labor and Workforce Development Agency (referred to as the "LWDA") will release the Released Parties from all claims alleged in the Operative Complaint, including civil penalties sought for unpaid wages, overtime, missed meal and rest periods, reimbursement claims, and wage statement violations from October 25, 2023, through December 31, 2025 ("Released PAGA Claims"). The "Released Parties" refers to Defendant and its past, present and future subsidiaries, parents, affiliated and. Related companies, divisions, successors, predecessors, or assigns; and their past, present, and future officers, directors, shareholders, partners, agents, insurers, employee, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors, or assigns.

Pursuant to the Court's Settlement Approval Order, Defendant has paid $480,000.00 in settlement of the PAGA Claims as alleged in the Lawsuit. After accounting for Plaintiff's Counsel's attorneys' fees of $_______ and reimbursement of litigation costs of $_______, as well as settlement administration expenses of $_______, the remaining sum is referred to as the "PAGA Penalties." Pursuant to requirements under California Labor Code section 2699(i), the PAGA Penalties have been divided as follows: $_______ (75%) to the LWDA, and $_______ (25%) to all Aggrieved Employees through "Individual PAGA Payments" to be shared on a proportionate basis. The Individual PAGA Payment to each Aggrieved Employee was calculated by the Administrator according to the number of pay periods worked by each Aggrieved Employee for Defendant in California and in a non-exempt position during the PAGA Period (referred to as "PAGA Pay Periods"), as shown by Defendant's business records.

The enclosed check represents your Individual PAGA Payment and share of the PAGA Penalties. The amount is based on your PAGA Pay Periods: #PAGAPayPeriods. An IRS 1099 Form is also enclosed. You are solely responsible for paying federal, state, or local taxes, if any, on the amount of your check. Neither Plaintiff, Defendant, or their respective attorneys can provide you with any advice regarding taxes or the taxability of your Individual PAGA Payment.

Your enclosed check is valid for 180 days from the date of its issuance. ***It is strongly recommended that you cash or deposit this check immediately***. After the 180 days, you cannot cash the check because the Settlement Administrator will void the check and transmit the funds to the California Controller's Office Unclaimed Property Fund for further handling. For information on reclaiming your voided funds from the California Controller, please visit: https://www.sco.ca.gov/search_upd.html.

Even if you fail to cash the enclosed check, by way of this Settlement and the Court's corresponding Settlement Approval Order you will still be deemed to have released the Released PAGA Claims described above!

If your check is lost or misplaced, please contact the Settlement Administrator to have it reissued. Additionally, if you have any questions about your check or otherwise, please contact the Settlement Administrator, whose contact information is as follows: ________________________________