

SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter referred to as the “Settlement Agreement”) is made and entered into by and between MARIE GLENN (“GLENN”), an individual, on the one hand, and ALBERTSONS SAFEWAY LLC on the other hand (“SAFEWAY”) (GLENN and SAFEWAY are collectively referred to hereinafter as the “PARTIES”), with reference to the following facts:

WITNESSETH:

WHEREAS, GLENN is a current employee of SAFEWAY at Store 0691 in Berkeley, California;

WHEREAS, on August 30, 2022, GLENN submitted a letter, on behalf of herself and other allegedly aggrieved employees, to the California Labor and Workforce Development Agency (“LWDA”), LWDA No. LWDA-CM-904840-22, pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code sections 2698, *et seq.*, against SAFEWAY alleging failure to provide suitable seats and access to such seats, to current and former employees pursuant to California Labor Code section 1198 and Wage Order 7-2001, section 14. (“PAGA Letter”);

WHEREAS, GLENN and SAFEWAY wish to compromise, resolve, and settle, finally and forever, any and all claims and causes of action between them, including, but in no way limited to, the allegations made and claims that were or could have been asserted by GLENN against SAFEWAY and/or any other person or entity described in paragraph 2 of this Settlement Agreement in order to avoid the delay, expense, inconvenience, and uncertainty of litigation.

NOW, THEREFORE, in consideration of the recitals above and the mutual promises and obligations herein contained, it is agreed as follows:

1. **Conditions Precedent.** In exchange for and as an express condition of receiving any consideration provided for under this Settlement Agreement, GLENN understands and agrees that SAFEWAY’s obligations under this Settlement Agreement are expressly conditioned upon the occurrence of the following: (1) the Settlement Agreement is fully executed by each

party and returned to SAFEWAY's counsel along with the required tax documentation set forth in paragraph 3 below; (2) GLENN does not revoke the Settlement Agreement pursuant to paragraph 24 below; and (3) GLENN submits this Settlement Agreement to the LWDA. In that regard, GLENN shall authorize and direct her attorneys of record to submit the documents necessary to the LWDA. This Settlement Agreement will only be effective on the day when all three of these conditions have occurred ("Effective Date").

2. **Release.** In consideration of this Settlement Agreement and subject to the Settlement Payment to GLENN as set forth in paragraph 3, GLENN hereby releases and discharges Albertsons Companies, Inc. and SAFEWAY, and each of its current and former trustees, beneficiaries, receivers, parents, affiliates, subsidiaries, divisions, predecessors, successors, assigns, corporations, shareholders, officers, directors, managers, current and former employees, partners, partnerships, joint ventures, companies, members, attorneys, accountants, insurers, reinsurers, advisors, sureties, representatives, heirs, executors, and administrators (hereinafter collectively referred to as the "Released Parties"), from and against all known and unknown claims, liabilities, rights, causes of action, charges, complaints, grievances, obligations, guarantees, expenses, costs, losses, demands, liens, damages, injuries, attorney's fees, and other legal responsibilities arising from any Claims in law, equity, contract and tort for any alleged wage and hour issues associated with GLENN's employment with SAFEWAY and/or any of the Released Parties (the "Claims"), including, but not limited to, claims for failure to pay wages for all hours worked, including, overtime pay, minimum wages, premium pay, piece rate or performance based pay, failure to pay wage guarantee or wages at the agreed upon rate and/or failure to calculate wages due at the applicable statutory and/or regular rate of pay or compensation, failure to provide required meal and rest periods and/or failure to provide compensation or premium pay or failure to pay said compensation or premium pay at the correct or regular rate of pay for missed, late, on-duty and/or short meal and/or rest periods, failure to pay for rest periods, failure to pay wages semi-monthly at designated times, failure to reimburse for business expenses, failure to pay all wages due upon termination, failure to pay waiting time penalties, failure to provide and/or pay for vacation and/or floating holidays, failure to pay for vacation and/or floating holidays at the agreed upon rate, applicable statutory rate, final rate and/or regular rate of pay, failure to provide and/or maintain copies of accurate itemized wage statements,

failure to maintain records of hours worked and/or accurate payroll records, and/or for penalties (regardless of the recipient), failure to provide employment records upon request, front pay, back pay, damages, interest, costs or attorneys' fees, and violations of any local, state or federal law, whether for economic damages, civil and/or statutory penalties, non-economic damages, liquidated or punitive damages, restitution, tort, contract, equitable relief, injunctive or declaratory relief, of any nature and description, or any other pay under federal, state or local ordinance, including but not limited to the Fair Labor Standards Act ("FLSA"), all wage and hour claims under the California Labor Code, including, but not limited to, Labor Code Sections 96-98.7, *et seq.*, 200-204, 206, 208, 210, 218, 218.5, 218.6, 221-224, 225.5, 226, 226.2, 226.3, 226.7, 227.3, 232, 232.5, 256, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1175, 1182.12, 1194, 1194.1, 1194.2-1194.5, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2856, the California Private Attorneys General Act of 2004, Labor Code Sections 2698, *et seq.*, the California IWC Wage Orders, the California Code of Regulations, the California Code of Civ. Proc. Section 1021.5, and the California Business & Professions Code Sections 17200 *et seq.* ("UCL") (including, but not limited to, claims asserted under the UCL predicated on violations of any state and/or federal law including the FLSA, as well as any other federal or state statute or constitution), , all wage and hour claims arising or related in any way to any local, state or federal laws or administrative rules or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which GLENN or her successors in interest now own or hold, or have at any time heretofore owned or held, or may at any time own or hold by reason of any matter or thing arising from any cause whatsoever prior to the date of execution of this Settlement Agreement, and without limiting the generality of the foregoing, from all wage and hour Claims: (a) based upon, relating to, or arising out of GLENN's employment with SAFEWAY and/or the Released Parties occurring prior to the date she executes this Settlement Agreement, and (b) alleged or which could have been alleged in the PAGA Letter. This Settlement Agreement does not apply to workers' compensation, unemployment insurance, or any other claim that cannot be waived by private agreement under applicable law.

3. **Settlement Amount.** Subject to GLENN's satisfaction of all the terms and conditions of the Settlement Agreement, including the terms and condition precedent set forth in paragraph 1 above, SAFEWAY shall pay the total sum of THREE THOUSAND FIVE

HUNDRED DOLLARS AND NO CENTS (\$3,500.00) as full settlement and compromise of GLENN's Claims (the "Settlement Amount"). The Settlement Amount is inclusive of the Three Hundred and Fifty Dollars and No Cents (\$350.00) that the Parties have allocated to settle GLENN's claim for civil penalties under the PAGA that, pursuant to Labor Code Section 2699(i), shall be distributed as follows: 25% (or \$87.50) to GLENN and 75% (or \$262.50) to the LWDA. Payment of the Settlement Amount shall be made in three separate checks as follows: (1) Check One: for Two Thousand Eight Hundred Dollars and No Cents (\$2,800.00) in a check made payable to GLENN, which shall be considered and is intended to be compensation for alleged non-wage claims, including civil penalties and attorneys' fees and costs; (2) Check Two: for Two Hundred Sixty-Two Dollars and Fifty Cents (\$262.50), in a check made payable to the "California Labor and Workforce Development Agency" ("LWDA Payment Check"); and (3) Check Three: for Four Hundred Thirty Seven Dollars and Fifty Cents (\$437.50), in a check made payable to GLENN, which shall be considered and is intended to be compensation for alleged lost wages. GLENN shall be responsible for paying and satisfying any and all taxes with respect to any consideration provided pursuant to this Settlement Agreement. GLENN acknowledges and agrees that no provision of this Settlement Agreement, and no written communication or disclosure between the Parties and their attorneys is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended). GLENN is advised to obtain independent tax advice in connection with this Settlement Agreement. GLENN and her attorneys understand that SAFEWAY will file the appropriate Forms W-2 and 1099-Misc. with the Internal Revenue Service reflecting the disbursement of the Settlement Amount. GLENN shall deliver her completed and signed Forms W-4 and W-9, as applicable, to counsel for SAFEWAY within five days after GLENN and her counsel execute this Settlement Agreement. By signing this Settlement Agreement and upon receipt of the Settlement Amount, GLENN fully releases SAFEWAY and/or the Released Parties from any and all claims as set forth herein. GLENN further agrees that she shall remain liable for taxes, interest, and penalties, if any, determined to be owing by any taxing authority in relation to the Settlement Amount. In the event any taxing authority looks to SAFEWAY for payment of taxes, interest, or penalties in connection with the Settlement Amount, GLENN agrees to indemnify and hold SAFEWAY harmless from any such taxes, interest, penalties, or other expenses incurred in connection therewith. GLENN hereby acknowledges and

understands that she is solely responsible for any taxes, interest, or penalties on the Settlement Amount.

4. **Delivery of Settlement Amount.** Within fifteen (15) business days following the Effective Date, SAFEWAY will cause the checks for the Settlement Amount to be delivered to the attention of Brittany Scott at Bursor & Fisher, P.A.

5. **California Civil Code Section 1542 Waiver.** GLENN understands and agrees that, as part of the consideration for this Settlement Agreement, all rights and benefits under Section 1542 of the California Civil Code (“Section 1542”) are hereby expressly waived by her. Section 1542 reads as follows:

“Section 1542. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all Claims set forth in paragraph 2, GLENN expressly acknowledges that this Settlement Agreement is intended to include in its effect, without limitation, all wage and hour Claims which GLENN does not know or suspect to exist in her favor at the time of execution hereof, and that the settlement agreed upon contemplates the extinguishment of all such Claims.

6. **PAGA.** GLENN acknowledges and agrees that she has herein waived and released any right to pursue a PAGA claim against SAFEWAY or any of the Released Parties as set forth in paragraph 2 above, and GLENN represents and covenants that she will not pursue a PAGA claim against SAFEWAY or any of the Released Parties on an individual or representative basis based upon anything occurring prior to the date that she executes this Settlement Agreement. Likewise, GLENN acknowledges and agrees that she is not an “aggrieved employee” under PAGA with respect to SAFEWAY or any of the Released Parties, and, therefore, has no standing to pursue a PAGA claim against them as to anything that occurred prior to the date that she executes this

Settlement Agreement. Nothing in this paragraph is intended to limit the scope of the release in paragraph 2.

7. **Payment of Wages.** GLENN acknowledges that she has been paid all wages, bonuses and incentive compensation that are undisputedly owed, as of the date she executes this Settlement Agreement and understands that such payments were not dependent on or in consideration for her signing this Settlement Agreement.

8. **No Other Action.** GLENN represents and covenants that she has not filed, initiated or caused to be filed or initiated any Claims against SAFEWAY and/or any of the other Released Parties, other than the PAGA Letter. GLENN further promises and agrees that she will not file, refile, initiate, or cause to be filed, refiled or initiated any Claims based upon, arising out of, or relating to any wage and hour Claims released herein, nor shall she participate, assist or cooperate in prosecuting any wage and hour Claims set forth in paragraph 2 against SAFEWAY and/or any of the Released Parties, whether before a court or administrative agency, unless required to do so by law.

9. **DTSA Immunity.** GLENN understands and acknowledges that, pursuant to Section 7 of the Defend Trade Secrets Act of 2016 (which added 18 U.S.C. § 1833(b)), an individual shall not be held criminally or civilly liable under any federal or State trade secret law for the disclosure of a trade secret that is made: (a) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, in each case solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a retaliation or other lawsuit or other proceeding, if such filing is made under seal. Nothing contained in this Settlement Agreement or any other agreement with or policy of SAFEWAY is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by law.

10. **Information to Governmental Authorities.** Notwithstanding any provision of this Settlement Agreement, if GLENN is required or requested to attend an administrative, legislative, or judicial proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature, GLENN may testify in that administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment by any party

to this Settlement Agreement, or by the agents or employees of any party to this Settlement Agreement. Nothing in this Settlement Agreement is intended to or shall limit GLENN's right under applicable law to provide truthful and complete information to judicial, administrative, governmental or regulatory authorities in connection with any legal proceedings or investigation. Furthermore, this Settlement Agreement is not intended to prohibit GLENN from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission (SEC), the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Moreover, nothing in this Settlement Agreement will interfere with GLENN's right to file a charge, cooperate or participate in an investigation or proceeding conducted by the U.S. Equal Employment Opportunity Commission and/or the California Department of Fair Employment and Housing, the National Labor Relations Board, or any other federal, state, or local regulatory or law enforcement agency. GLENN agrees, however, that the consideration paid under this Settlement Agreement represents full and complete satisfaction of any monetary recovery that could be sought by or awarded to GLENN in any administrative or judicial action arising from or relating to GLENN's employment with SAFEWAY and/or the Released Parties. GLENN further agrees that GLENN will not recover upon, otherwise enforce, or accept monies from any judgment, decision or award upon any Claims released by GLENN in this Settlement Agreement. However, nothing in this Settlement Agreement precludes GLENN from recovering any monetary award to which GLENN may become entitled pursuant to Section 922 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

11. **Disclosure of Factual Information.** Nothing in this Settlement Agreement is intended to or shall limit GLENN's right under applicable law to disclose factual information regarding any alleged claim for sexual assault, sexual harassment, workplace harassment or discrimination, failure to prevent an act of workplace harassment or discrimination or an act of retaliation against a person for reporting or opposing harassment or discrimination or from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that she has reason to believe is unlawful.

12. **No Assignment.** GLENN covenants that she has made no assignment, and that she will make no assignment, of the Claims released herein and agrees that she will not institute future legal proceedings based upon, arising out of, or relating to any Claims released herein.

13. **No Admission of Liability.** GLENN understands that the foregoing consideration is received in settlement and for compromise of disputed claims and that neither this Settlement Agreement nor the aforesaid consideration and promises are to be construed as an admission on the part of SAFEWAY or any of the Released Parties of any wrongdoing or liability. SAFEWAY and the Released Parties hereby expressly deny any wrongdoing or liability whatsoever to GLENN.

14. **Joint Drafting.** GLENN represents that this Settlement Agreement is deemed to have been drafted jointly by GLENN and SAFEWAY. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

15. **Severability.** GLENN understands and agrees that if any provision of this Settlement Agreement shall, for any reason, be adjudged by any court of competent jurisdiction to be invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remainder of this Settlement Agreement, but shall be confined in its operation to the provision of this Settlement Agreement directly involved in the controversy in which such judgment shall have been rendered. Provided, however, that if paragraph 2 above is held to be illegal, void, or unenforceable, GLENN agrees to promptly execute a release and waiver in favor of SAFEWAY and the Released Parties releasing all wage and hour Claims as set forth in paragraph 2 above.

16. **Governing Law.** This Settlement Agreement shall be governed by and construed under the laws of the State of California.

17. **Reliance.** GLENN understands and acknowledges that reliance is placed wholly upon her own judgment, belief and knowledge as to the nature, extent, and duration of her alleged injuries and damages and acknowledges that she is relying solely upon the contents of this Settlement Agreement, and is not relying on any other representations or statements whatsoever of SAFEWAY or any of the Released Parties as an inducement to enter into this Settlement Agreement, and if any of the facts upon which she now relies in making this Settlement Agreement

shall hereafter prove to be otherwise, this Settlement Agreement shall nonetheless remain in full force and effect.

18. **No Waiver of Breach.** No waiver of any breach of any term or provision of this Settlement Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Settlement Agreement. No waiver shall be binding unless in writing, and signed by the party waiving the breach.

19. **Binding Effect on Successors and Assigns.** This Settlement Agreement shall inure to the benefit of and be binding upon the heirs, representatives, successors, and assigns of GLENN and SAFEWAY.

20. **Indemnification.** GLENN agrees to indemnify and hold harmless SAFEWAY and any of the Released Parties against any loss or any other liability whatsoever, including reasonable attorneys' fees and costs, as permitted by law, caused by: (a) any breach of this Settlement Agreement by GLENN, or her successors in interest; (b) any action or proceeding brought by GLENN, or her successors in interest, or any other, if such action or proceeding arises out of, is based upon, or is related to any Claims released herein; and (c) any claim by any government agency or entity for taxes, costs, penalties, assessments, or interest based upon the payments to be made under this Settlement Agreement. GLENN also shall not seek or make any claim: (a) for defense, indemnity, reimbursement, damage or for any other or additional payment against SAFEWAY or any of the Released Parties if a claim or determination is made that the Settlement Payment made under this Settlement Agreement should have been subject to withholding of any taxes; or (b) if GLENN or her attorneys are found liable for any taxes, costs, penalties, assessments, interest and/or loss.

21. **Counterparts.** This Settlement Agreement may be executed in any number of original counterparts. Any such counterpart, when executed, shall constitute an original of this Settlement Agreement, and all such counterparts together shall constitute one and the same Settlement Agreement.

22. **Headings.** The headings use in this Settlement Agreement are inserted for reference only and shall not be deemed to be a binding part of this Settlement Agreement.

23. **Entire Agreement.** This Settlement Agreement represents the entire agreement and understanding between GLENN and SAFEWAY and supersedes any prior agreement, understanding or negotiation respecting such subject. GLENN and SAFEWAY understand and agree that no change to or modification of this Settlement Agreement shall be valid or binding unless it is in writing and signed by GLENN and an authorized representative of SAFEWAY. This Settlement Agreement shall be enforceable pursuant to California Code of Civil Procedure Section 664.6.

24. **Full Opportunity To Review.** GLENN acknowledges that she has read and reviewed this Settlement Agreement with legal counsel of her own choosing and fully understands its terms. GLENN further acknowledges that she has been provided a reasonable time period of at least five (5) business days to avail herself of her rights and to study this Settlement Agreement and to the extent GLENN signs earlier than five (5) business days from receipt of this Settlement Agreement, GLENN acknowledges and agrees that her decision to sign earlier was knowing and voluntary and was not induced by SAFEWAY through fraud, misrepresentation, or threat to withdraw or alter the offer prior to the expiration of this time, or by providing different terms to GLENN prior to the expiration of such time period. GLENN further acknowledges that the Settlement Agreement fully and accurately reflects all understandings and agreements between GLENN and SAFEWAY concerning the matters referenced herein, and that she is not relying on any other representations whatsoever as an inducement to execute this Settlement Agreement.

25. **Arbitration.** The Parties agree that any controversy or claim arising out of or related to this Settlement Agreement shall be settled by arbitration in Los Angeles County, California, before an experienced employment arbitrator in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association. The arbitration decision shall be final and binding upon the Parties and may be entered as a judgment in any court of competent jurisdiction.

IN WITNESS WHEREOF, this Settlement Agreement is executed by GLENN and SAFEWAY as of the dates indicated by their signatures.

DATED: _____

MARIE GLENN

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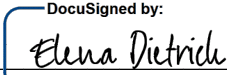
DATED: 6/23/2023


MARIE GLENN

DATED: 6/29/2023 | 3:28:59 PM PDT

ALBERTSONS SAFEWAY LLC

DocuSigned by:



ELENA DIETRICH

SVP Field Operations and Employment Law