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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JUANITA VILLA; JESSICA LESHER;
SHERI AMIES as individuals, on behalf of the
State of California, as a private attorney
general,

PLAINTIFFS,

v.

DOLGEN CALIFORNIA, LLC; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. 22STCV34189

**SECOND SUPPLEMENTAL
DECLARATION OF LIANE
KATZENSTEIN LY IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Complaint Filed: February 14, 2024

Trial Date: None Set

SECOND SUPPLEMENTAL DECLARATION OF LIANE KATZENSTEIN LY

I, Liane Katzenstein Ly, state and declare as follows:

1. I am an attorney admitted before all courts of the State of California and a partner in the law firm of Kingsley Szamet & Ly, counsel of record for Plaintiffs in this action. I am completely familiar with the present litigation, including the pleadings, discovery, and filings submitted in this matter. I make this second supplemental Declaration from my own personal knowledge, and, if called upon, I could and would competently testify to the following.

2. I graduated from Florida State University in 2005 with a degree in English. I graduated from University of California, Davis School of Law in 2008. I am admitted to practice before the following Courts: United States District Court, Northern, Southern, Eastern, and Central of California; all of California State Courts.

3. I make this second supplemental Declaration in accordance with the Court's ruling at the October 31, 2024 preliminary approval hearing, granting Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement in the above-captioned case and ordering Plaintiffs to file a revised notice and Order by no later than November 7, 2024.

4. The Court set forth the following settlement schedule:

Event:	Date:
Preliminary Approval Granted	November 7, 2024
Deadline for Defendant to Provide Settlement Class Members' Information to Administrator	November 21, 2024
Administrator Shall Mail Notice to Settlement Class Members	December 5, 2024
Deadline for Postmark of Any Request for Exclusion	February 5, 2025
Deadline for Postmark of Any Objection	February 5, 2025
Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	January 6, 2025
Deadline for Class Counsel to file Motion for Attorneys' Fees	January 6, 2025
Final Approval Hearing	March 5, 2025 at 9:00 a.m.
Deadline for Responses to Objections and Administrator Report	February 24, 2025

5. The Class Notice has been revised to include the above dates and deadlines set forth by the Court. A true and correct redlined copy of the Class Notice reflecting these changes is attached hereto as Exhibit “A”. A true and correct clean copy is attached hereto as Exhibit “B”.

6. A Spanish class notice that includes these dates and deadlines will also be mailed out to Class Members.

7. An amended proposed order granting preliminary approval of the settlement, which includes the dates and deadlines set forth by the Court, was submitted on November 4, 2024 for the Court's review. A true and correct copy of the E-Received stamped copy of the amended Order, is attached hereto as Exhibit "C".

8. Proof of submission of this supplemental Declaration, all related documents, and copy of the email from the LWDA confirming receipt is attached hereto as Exhibit “D.”

EXHIBITS

9. Attached hereto as Exhibit “A” is a true and correct redlined copy of the Class Notice.

10. Attached hereto as Exhibit “B” is a true and correct clean copy of the Class Notice.

11. Attached hereto as Exhibit “C” is a true and correct copy of the E-Received stamped copy of the amended Order submitted by Plaintiff on November 4, 2024 in accordance with the Court’s instructions.

12. Attached hereto as Exhibit “D” is a true and correct copy of the proof of submission of this supplemental Declaration, all related documents, and copy of the email from the LWDA confirming receipt.

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

This Declaration was executed this 6th day of November, 2024, in Los Angeles, California.

Liane Katzenstein Ly

EXHIBIT "A"

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

JUANITA VILLA, JESSICA LESHER, and SHERI AMIES, individuals, on behalf of themselves, others similarly situated, and on behalf of the State of California, as a private attorney general, Plaintiffs, v. DOLGEN CALIFORNIA, LLC; and DOES 1 thru 50, inclusive, Defendants, Case No. 22STCV34189, initiated on October 24, 2022, and pending in Superior Court of the State of California, County of Los Angeles

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, nor solicitation by a lawyer.
You are not being sued.***

You may be eligible to receive money from an employee class and representative action lawsuit ("Lawsuit") against DOLGEN CALIFORNIA, LLC (referred to herein as "Defendant" or "DOLLAR GENERAL") for alleged violations of the California Labor Code, Section 2802 ("Section 2802"), and asserting related Section 2802 California Private Attorney General Act ("PAGA") claims against DOLLAR GENERAL. The Lawsuit was filed by former Dollar General employees, Juanita Villa, Jessica Leshner, and Sheri Amies (referred to herein as "Plaintiffs") and seeks payment of (1) all business related expenses including, but not limited to, those related to cell phone usage, mileage reimbursement, and other necessary expenses incurred in the course and scope of employment (referred to herein as "Business Expenses") by all employees who are or were Key Carriers (as defined below) for Defendant in the state of California and who worked one or more pay periods as a Key Carrier during the Class Period (namely from July 6, 2016 to ~~add date~~ November 7, 2024, the date the preliminary approval order was entered by the Court) (such Key Carriers being referred to herein as the "Class" or "Class Members"); and (2) penalties under PAGA related to any employee who is or was a Key Carrier for Defendant in the state of California and who worked one or more PAGA Pay Periods as a Key Carrier during the PAGA Period (namely from June 22, 2017 to ~~add date~~ November 7, 2024, the date of preliminary approval was entered by the Court) (such Key Carriers being referred to herein as the "Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and to pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be slightly different and will depend on a number of factors, including the number of Participating Class Members (as defined by the Settlement Agreement). However, your payments are not anticipated to be less than the above amount(s), and may be more. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that you worked _____ workweeks during the Class Period and you worked ___ workweeks during the PAGA Pay Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the Response Deadline. *See* Section IV., Paragraph 3 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant in exchange for such payments.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period Business Expense reimbursement claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period Business Expense reimbursement claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert Class Period Business Expense reimbursement claims against Defendant that are covered by this Settlement. <i>See infra</i> , Section III., Paragraph 9 of this Notice (Participating Class Members' Release) & Section III., Paragraph 10 of this Notice (Aggrieved Employees' PAGA Release).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is {date}February 5, 2025	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section III., Paragraph 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. <i>See infra</i>, Section III., Paragraph 10 of this Notice (Aggrieved Employees' PAGA Release).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by February 5, 2025{date}	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class Settlement (but not the PAGA Settlement). The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and the Plaintiffs who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or the Plaintiffs, but money paid to Class Counsel and the Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or the Plaintiffs if you think they are unreasonable. <i>See supra</i>, Section VII. of this Notice.
You Can Participate in the Final Approval Hearing on {date}March 5, 2025	The Court's Final Approval Hearing is scheduled to take place on {date}March 5, 2025. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing, but not the PAGA Settlement. <i>See infra</i>, Section VII. of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by {date}February 5, 2025	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by {date}February 5, 2025. <i>See supra</i>, Section IV., Paragraph 3 of this Notice.

I. WHAT IS THE LAWSUIT ABOUT?

Plaintiffs are former Dollar General employees. The Action accuses Defendant of violations of Section 2802 and/or the failure to reimburse Class Members for Business Expenses incurred related to their employment with Dollar General during the Class Period. Based on the same

allegations, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs and Participating Class Members are represented by the following attorneys in the Lawsuit: Kingsley & Kingsley, APC and Arias Sanguinetti Wang & Torrijos LLP (“Class Counsel”).

Defendant strongly denies violating any laws or failing to properly reimburse employees for Business Expenses and contends it complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE LAWSUIT HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Lawsuit by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Lawsuit and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Participating Class Members and the Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will pay \$1,190,000.00 (“Gross Settlement Amount”). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by a third-party Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, the Individual PAGA Payments, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Administration Expense Payment to the Administrator, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will tender the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court become final. The Judgment will become final 65 days after the date the Court enters Judgment, or a later date if the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$396,666.66 (33 and 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$105,000.00 for their Litigation Expenses. To date, Class Counsel have worked and incurred expenses without payment.
- B. Up to \$5,000.00 to each of the Plaintiffs Juanita Villa, Jessica Leshner, and Sheri Amies as Class Representative Awards for filing the Lawsuit, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
- C. Up to \$60,000 to the Administrator for services administering the Settlement.
- D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their number of Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 100% of each Individual Class Payment to interest and penalties ("Non-Wage Allocations"). The Individual PAGA Payments are counted as penalties, rather than wages, for tax purposes. The Administrator will report the Individual PAGA Payments and any Non-Wage Allocations of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than February 5, 2025 [date], that you wish to opt-out. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue Section 2802 claims against Defendant. Instructions for opting out of the Class Settlement are set forth below in Section VI. of this Notice.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Lawsuit.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void. Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court appointed a neutral third-party company, Phoenix Claims Administration (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section IX. of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for unreimbursed Business Expenses based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Lawsuit and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all causes of action and/or legal theories that were alleged in any operative Complaint, or that could have been alleged based on the factual allegations in any operative Complaint, including but not limited to all of the following claims for relief (i) all Section 2802 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Action, the PAGA Notices, and/or ascertained in the course of the

Action or settlement negotiations, including, any and all claims involving any alleged violation of Section 2802 and/or the failure to reimburse Participating Class Members for any business expenses incurred related to their employment with DOLLAR GENERAL during the Class Period and any claims derivative to such Section 2802 claims (“Class Release”). Except as set forth in Section 6.3 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Judgment is final, and Defendant has paid the Gross Settlement Amount, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant related to alleged violations of Section 2802, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities related to alleged violations of Section 2802, based on the PAGA Period, and based on the PAGA Period facts alleged in the Lawsuit and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties related to any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice as ascertained in the course of the Action including any alleged violation of Section 2802 and/or the failure to reimburse Participating Class Members for any business expenses incurred related to their employment with DOLLAR GENERAL during the PAGA Period, including those that were alleged, or reasonably could have been alleged, based on the facts stated in the Action, and/or the PAGA Notices, the scope of the settlement, and/or facts ascertained in the course of the Action and settlement negotiations, including, any alleged failure to reimburse Aggrieved Employees for any cell phone usage, mileage, or other business expenses incurred related to their employment with DOLLAR GENERAL during the PAGA Period (“PAGA Release”).

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT(S)?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until February 5, 2025 to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX. Of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision(s).

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and any Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opted out of the Class Settlement (i.e., every Non-Participating Class Member who is an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If your address has changed, be sure to notify the Administrator as soon as possible. Section IX. of this Notice has the Administrator's contact information.

VI. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send by mail to the Administrator a written Request for Exclusion not later than the Response Deadline of February 5, 2025, or where applicable to a Class Member, the Extended Response Deadline.

A Request for Exclusion is a written letter signed by a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the reference to this Lawsuit and the Class Member's name, address, social security number, email address, and telephone number. Be sure to identify the Lawsuit as Juanita Villa, Jessica Leshner, and Sheri Amies v. DOLGEN CALIFORNIA, LLC. Section IX. of the Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least ~~insert~~thirty-nine days before the ~~date~~March 5, 2025 Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and Litigation Expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section IX. of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website ~~need details~~ or the Court's website ~~need details~~.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is February 5, 2025**~~date~~. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Lawsuit as Juanita Villa, Jessica Leshner, and Sheri Amies v. DOLGEN CALIFORNIA, LLC and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. Section IX. of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at his or her own cost) by attending the Final Approval Hearing. Objecting Participating Class Members (or their attorneys) should be ready to tell the Court what they object to, why they object, and any facts that support their objections. See Section VIII. of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on ~~date~~March 5, 2025 at ~~time~~9:00 a.m. in Department 34-6 of the Los Angeles Superior Court, located at Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, California 90012. At the Hearing, the judge will

decide whether to grant Final Approval of the Settlement and how much will be paid to Class Counsel, Plaintiffs, and the Administrator from the Gross Settlement Amount. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [www.etc.] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. Section IX. of this Notice (immediately below) has Class Counsel's contact information.

IX. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.org/casesummary/ui/>) and entering the Case Number for the Lawsuit, Case No. 22STCV34189.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

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& Torrijos LLP
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Los Angeles, CA 90045

Settlement Administrator:

Phoenix Claims Administration
[Email Address]
[Mailing Address]
[Telephone]
[Fax Number]

Counsel for Defendant:

(Class Members Shall Not Contact Directly)
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jallen@mcguirewoods.com
Melissa M. Hensley
mhensley@mcguirewoods.com
McGuireWoods LLP
2601 Olive Street, Suite 2100
Dallas, TX 75201

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund [\[website\]](#) for instructions on how to retrieve the funds.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT "B"

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

JUANITA VILLA, JESSICA LESHER, and SHERI AMIES, individuals, on behalf of themselves, others similarly situated, and on behalf of the State of California, as a private attorney general, Plaintiffs, v. DOLGEN CALIFORNIA, LLC; and DOES 1 thru 50, inclusive, Defendants, Case No. 22STCV34189, initiated on October 24, 2022, and pending in Superior Court of the State of California, County of Los Angeles

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, nor solicitation by a lawyer.
You are not being sued.***

You may be eligible to receive money from an employee class and representative action lawsuit ("Lawsuit") against DOLGEN CALIFORNIA, LLC (referred to herein as "Defendant" or "DOLLAR GENERAL") for alleged violations of the California Labor Code, Section 2802 ("Section 2802"), and asserting related Section 2802 California Private Attorney General Act ("PAGA") claims against DOLLAR GENERAL. The Lawsuit was filed by former Dollar General employees, Juanita Villa, Jessica Leshner, and Sheri Amies (referred to herein as "Plaintiffs") and seeks payment of (1) all business related expenses including, but not limited to, those related to cell phone usage, mileage reimbursement, and other necessary expenses incurred in the course and scope of employment (referred to herein as "Business Expenses") by all employees who are or were Key Carriers (as defined below) for Defendant in the state of California and who worked one or more pay periods as a Key Carrier during the Class Period (namely from July 6, 2016 to November 7, 2024, the date the preliminary approval order was entered by the Court) (such Key Carriers being referred to herein as the "Class" or "Class Members"); and (2) penalties under PAGA related to any employee who is or was a Key Carrier for Defendant in the state of California and who worked one or more PAGA Pay Periods as a Key Carrier during the PAGA Period (namely from June 22, 2017 to November 7, 2024, the date of preliminary approval was entered by the Court) (such Key Carriers being referred to herein as the "Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and to pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be slightly different and will depend on a number of factors, including the number of Participating Class Members (as defined by the Settlement Agreement). However, your payments are not anticipated to be less than the above amount(s), and may be more. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on Defendant's records showing that you worked _____ workweeks during the Class Period and you worked ___ workweeks during the PAGA Pay Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the Response Deadline. *See* Section IV., Paragraph 3 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant in exchange for such payments.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period Business Expense reimbursement claims and PAGA Period penalty claims against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period Business Expense reimbursement claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert Class Period Business Expense reimbursement claims against Defendant that are covered by this Settlement. <i>See infra</i> , Section III., Paragraph 9 of this Notice (Participating Class Members' Release) & Section III., Paragraph 10 of this Notice (Aggrieved Employees' PAGA Release).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is February 5, 2025	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section III., Paragraph 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims. <i>See infra</i>, Section III., Paragraph 10 of this Notice (Aggrieved Employees' PAGA Release).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by February 5, 2025	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class Settlement (but not the PAGA Settlement). The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and the Plaintiffs who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or the Plaintiffs, but money paid to Class Counsel and the Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or the Plaintiffs if you think they are unreasonable. <i>See supra</i>, Section VII. of this Notice.
You Can Participate in the Final Approval Hearing on March 5, 2025	The Court's Final Approval Hearing is scheduled to take place on March 5, 2025. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing, but not the PAGA Settlement. <i>See infra</i>, Section VII. of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by February 5, 2025	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked during the Class Period and how many Pay Periods you worked during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by February 5, 2025. <i>See supra</i>, Section IV., Paragraph 3 of this Notice.

I. WHAT IS THE LAWSUIT ABOUT?

Plaintiffs are former Dollar General employees. The Action accuses Defendant of violations of Section 2802 and/or the failure to reimburse Class Members for Business Expenses incurred related to their employment with Dollar General during the Class Period. Based on the same allegations, Plaintiff has also asserted a claim for civil penalties under the California Private

Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs and Participating Class Members are represented by the following attorneys in the Lawsuit: Kingsley & Kingsley, APC and Arias Sanguinetti Wang & Torrijos LLP (“Class Counsel”).

Defendant strongly denies violating any laws or failing to properly reimburse employees for Business Expenses and contends it complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE LAWSUIT HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Lawsuit by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Lawsuit and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Participating Class Members and the Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant will pay \$1,190,000.00 (“Gross Settlement Amount”). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by a third-party Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, the Individual PAGA Payments, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Administration Expense Payment to the Administrator, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will tender the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court become final. The Judgment will become final 65 days after the date the Court enters Judgment, or a later date if the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$396,666.66 (33 and 1/3% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$105,000.00 for their Litigation Expenses. To date, Class Counsel have worked and incurred expenses without payment.
- B. Up to \$5,000.00 to each of the Plaintiffs Juanita Villa, Jessica Leshner, and Sheri Amies as Class Representative Awards for filing the Lawsuit, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
- C. Up to \$60,000 to the Administrator for services administering the Settlement.
- D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their number of Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 100% of each Individual Class Payment to interest and penalties ("Non-Wage Allocations"). The Individual PAGA Payments are counted as penalties, rather than wages, for tax purposes. The Administrator will report the Individual PAGA Payments and any Non-Wage Allocations of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than February 5, 2025, that you wish to opt-out. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue Section 2802 claims against Defendant. Instructions for opting out of the Class Settlement are set forth below in Section VI. of this Notice.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Lawsuit.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void. Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court appointed a neutral third-party company, Phoenix Claims Administration (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks and/or PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section IX. of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for unreimbursed Business Expenses based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Lawsuit and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all causes of action and/or legal theories that were alleged in any operative Complaint, or that could have been alleged based on the factual allegations in any operative Complaint, including but not limited to all of the following claims for relief (i) all Section 2802 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Action, the PAGA Notices, and/or ascertained in the course of the

Action or settlement negotiations, including, any and all claims involving any alleged violation of Section 2802 and/or the failure to reimburse Participating Class Members for any business expenses incurred related to their employment with DOLLAR GENERAL during the Class Period and any claims derivative to such Section 2802 claims (“Class Release”). Except as set forth in Section 6.3 of the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees’ PAGA Release. After the Judgment is final, and Defendant has paid the Gross Settlement Amount, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant related to alleged violations of Section 2802, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities related to alleged violations of Section 2802, based on the PAGA Period, and based on the PAGA Period facts alleged in the Lawsuit and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties related to any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice as ascertained in the course of the Action including any alleged violation of Section 2802 and/or the failure to reimburse Participating Class Members for any business expenses incurred related to their employment with DOLLAR GENERAL during the PAGA Period, including those that were alleged, or reasonably could have been alleged, based on the facts stated in the Action, and/or the PAGA Notices, the scope of the settlement, and/or facts ascertained in the course of the Action and settlement negotiations, including, any alleged failure to reimburse Aggrieved Employees for any cell phone usage, mileage, or other business expenses incurred related to their employment with DOLLAR GENERAL during the PAGA Period (“PAGA Release”).

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT(S)?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until February 5, 2025 to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX. Of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or PAGA Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or PAGA Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision(s).

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and any Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opted out of the Class Settlement (i.e., every Non-Participating Class Member who is an Aggrieved Employee).

Your check will be sent to the same address as this Notice. If your address has changed, be sure to notify the Administrator as soon as possible. Section IX. of this Notice has the Administrator's contact information.

VI. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send by mail to the Administrator a written Request for Exclusion not later than the Response Deadline of February 5, 2025, or where applicable to a Class Member, the Extended Response Deadline. A

Request for Exclusion is a written letter signed by a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Class Settlement and includes the reference to this Lawsuit and the Class Member's name, address, social security number, email address, and telephone number. Be sure to identify the Lawsuit as Juanita Villa, Jessica Leshner, and Sheri Amies v. DOLGEN CALIFORNIA, LLC. Section IX. of the Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least thirty-nine days before the March 5, 2025 Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and Litigation Expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section IX. of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website **[need details]** or the Court's website **[need details]**.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is February 5, 2025.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Lawsuit as Juanita Villa, Jessica Leshner, and Sheri Amies v. DOLGEN CALIFORNIA, LLC and include your name, current address, telephone number, email address, and approximate dates of employment for Defendant and sign the objection. Section IX. of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at his or her own cost) by attending the Final Approval Hearing. Objecting Participating Class Members (or their attorneys) should be ready to tell the Court what they object to, why they object, and any facts that support their objections. See Section VIII. of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on March 5, 2025 at 9:00 a.m. in Department 6 of the Los Angeles Superior Court, located at Stanley Mosk Courthouse, 111 N. Hill Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much will be paid to Class Counsel, Plaintiffs, and the

Administrator from the Gross Settlement Amount. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [www.etc.] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. Section IX. of this Notice (immediately below) has Class Counsel's contact information.

IX. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [URL of website]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.lacourt.org/casesummary/ui/>) and entering the Case Number for the Lawsuit, Case No. 22STCV34189.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

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[Email Address]
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[Telephone]
[Fax Number]

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(Class Members Shall Not Contact Directly)
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X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your

check is already void, you should consult the Unclaimed Property Fund [\[website\]](#) for instructions on how to retrieve the funds.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT "C"

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Attorneys for Plaintiffs, the Proposed Class, and all Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA**FOR THE COUNTY OF LOS ANGELES**

JUANITA VILLA; JESSICA LESHER;
SHERI AMIES, as individuals, on behalf of
the State of California, as a private attorney
general,

PLAINTIFF,

v.

DOLGEN CALIFORNIA, LLC; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. 22STCV34189

[Case Assigned for All Purposes to Hon. Elihu
M. Berle in Dept. 6]

**[PROPOSED] AMENDED ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Complaint Filed: October 24, 2022
Trial Date: None Set

1 The Motion for Preliminary Approval of the Class Settlement came before this Court on
2 October 2, 2024, the Honorable Elihu M. Berle, presiding.

3 The Court, having considered the papers submitted in support of the motion of the parties,
4 **HEREBY ORDERS THE FOLLOWING:**

5 1. The Court grants preliminary approval of the proposed settlement based upon the
6 terms set forth in the Class Action and PAGA Settlement Agreement (“Agreement”) filed
7 herewith. The Agreement appears to be fair, adequate, and reasonable to the Class. The Court finds
8 that: (a) the Agreement resulted from extensive arm’s length negotiations; and (b) the Agreement
9 is sufficient to warrant notice of the Agreement to persons in the Class and a full hearing regarding
10 final approval of the Agreement.

11 2. For purposes of this Order, the proposed Class is defined as follows:

12 “All employees who are or were Key Carriers for DOLLAR
13 GENERAL in the state of California who worked as a Key Carrier
14 one or more pay periods during the Class Period.” (“Class”)

15 3. The Class Period is the period from July 6, 2016 to the date the preliminary approval
16 order is entered by the Court.

17 4. For purposes of this Order, the Aggrieved Employees are defined as follows:

18 “Any employee who is or was a Key Carrier for Defendant in the
19 state of California who worked one or more PAGA Pay Periods.”
20 (“Aggrieved Employees”)

21 5. The PAGA Period is the period from June 22, 2017 to the date the preliminary
22 approval order is entered by the Court.

23 6. The Agreement falls within the range of reasonableness and appears to be
24 presumptively valid, subject only to any objections that may be raised at the final fairness hearing
25 and final approval by this Court.

26 7. The Court makes the following preliminary findings for settlement purposes only:
27
28

- 1 A. The Class is so numerous that joinder of all members is impracticable;
- 2 B. There appear to be questions of law or fact common to the Class for
- 3 C. purposes of determining whether this Settlement should be approved;
- 4 Plaintiffs' claims appear to be typical of the claims being resolved through
- 5 the proposed settlement;
- 6 D. Plaintiffs appear to be capable of fairly and adequately protecting the
- 7 interests of the Class members in connection with the proposed settlement;
- 8 E. Common questions of law and fact appear to predominate over questions
- 9 affecting only individual persons in the Class. Accordingly, the Class
- 10 appears to be sufficiently cohesive to warrant settlement by representation;
- 11 and
- 12 F. Certification of the Class appears to be superior to other available methods
- 13 for the fair and efficient resolution of the claims of the Class.

14 8. The Court approves, as to form and content, the Notice of Class Action Settlement

15 to Class members in substantially the form attached to the Agreement as Exhibit "A".

16 9. The Court approves the procedure for Class members to opt out to the Agreement

17 as set forth in the Agreement and the Notice of Class Action Settlement.

18 10. The Court approves the procedure for Class members to object to the Agreement

19 as set forth in the Agreement and the Notice of Class Action Settlement.

20 11. The Court directs the mailing of the Notice of Class Action Settlement and related

21 documents to members of the Class by first class mail in accordance with the Agreement and the

22 implementation schedule set forth below. The Court finds that the dates selected for the mailing

23 and distribution of the notice, as set forth in the following implementation schedule, meet the

24 requirements of due process and provide the best notice practicable under the circumstances and

25 shall constitute due and sufficient notice to all persons entitled thereto.

26 12. It is ordered that the Class is preliminarily certified for settlement purposes only.

27 13. The Court confirms Kingsley Szamet & Ly and Arias Sanguinetti Wang & Torrijos

28 LLP as Class Counsel.

14. The Court confirms Juanita Villa, Jessica Leshner, Sheri Amies, and Jessica Leshner

as Class Representatives.

15. The Court approves Phoenix Claims Administration as the Administrator.

16. The Court orders that pursuant to the California Private Attorneys General Act, Labor Code §§ 2698, et seq. (“PAGA”), statutory notice of this Agreement has been and will continue to be given to the Labor & Workforce Development Agency.

17. A final fairness hearing on the question of whether the proposed Agreement, attorneys’ fees and costs to Class Counsel, enhancement service award to the Class Representatives, the PAGA Penalties payment, and the claims administration costs should be finally approved as fair, adequate, and reasonable as to the members of the Class is scheduled for _____ at _____ (Pacific Time), in Department 6.

18. The Court orders the following Implementation Schedule for further proceedings:

a.	Preliminary Approval Granted	November 7, 2024
b.	Deadline for Defendant to Provide Settlement Class Members’ Information to Administrator	November 21, 2024
c.	Administrator Shall Mail Notice to Settlement Class Members	December 5, 2024
d.	Deadline for Postmark of Any Request for Exclusion	February 5, 2025
e.	Deadline for Postmark of Any Objection	February 5, 2025
f.	Deadline for Class Counsel to file Motion for Final Approval of Class Settlement	January 6, 2025
g.	Deadline for Class Counsel to file Motion for Attorneys’ Fees	January 6, 2025
h.	Final Approval Hearing	March 5, 2025

19. IT IS FURTHER ORDERED that if the Court does not execute and file an Order of Final Approval and Judgment, or if the Effective Date of Settlement, as defined in the Agreement, does not occur for any reason, the Agreement and the proposed Settlement that is the subject of this Order shall become null, void, unenforceable and inadmissible in any judicial, administrative or arbitral proceeding for any purpose, and all evidence, court orders and proceedings had in connection therewith, shall be without prejudice to the status quo ante rights

1 of the Parties to the litigation, as more specifically set forth in the Agreement.

2 20. IT IS FURTHER ORDERED that, pending further Order of this Court, all
3 proceedings in this matter except those contemplated herein and in the Agreement are hereby
4 stayed.

5 21. The Court expressly reserves the right to adjourn or continue the Final Fairness
6 Hearing from time to time without further notice to members of the Class.

7
8 **DATED:** _____

9 **JUDGE OF THE SUPERIOR COURT**

(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 November 4, 2024, I served all interested parties in this action the following documents described as: **[PROPOSED] AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Mike Arias
mike@aswtlawyers.com

Craig S. Momita
craig@aswtlawyers.com

**ARIAS SANGUINETTI WANG
& TORRIJOS LLP**
6701 Center Drive West, Suite 1400
Los Angeles, CA 90045

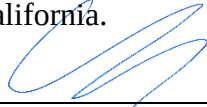
MCGUIREWOODS LLP
Sabrina A. Beldner
Email: sbeldner@mcguirewoods.com
Sarah Y. Oh
Email: soh@mcguirewoods.com
1800 Century Park East, 8th Floor
Los Angeles, CA 90067

[XX] 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.

[XX] 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).

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

Executed on November 4, 2024, at Woodland Hills, California.



Michelle Tanzez

EXHIBIT "D"
**(PROOF OF SUBMISSION TO THE
LWDA)**

(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 November 6, 2024, I served all interested parties in this action the following documents described as: **SECOND SUPPLEMENTAL DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Mike Arias
mike@aswtlawyers.com
Craig S. Momita
craig@aswtlawyers.com
**ARIAS SANGUINETTI WANG
& TORRIJOS LLP**
6701 Center Drive West, Suite 1400
Los Angeles, CA 90045

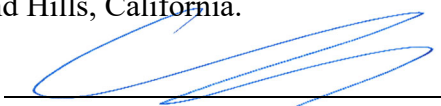
MCGUIREWOODS LLP
Sabrina A. Beldner
Email: sbeldner@mcguirewoods.com
Sarah Y. Oh
Email: soh@mcguirewoods.com
1800 Century Park East, 8th Floor
Los Angeles, CA 90067

[XX] 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.

[XX] (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 above email address(es).

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

Executed on November 6, 2024, at Woodland Hills, California.


Michelle Tanzer