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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, PLAINTIFF, v. DOLGEN CALIFORNIA, LLC; and DOES 1 thru 50, inclusive, DEFENDANTS.	CASE NO. 22STCV34189 [Case Assigned for All Purposes to Hon. Michael Linfield in Dept. 34] **DECLARATION OF LIANE KATZENSTEIN LY IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** Date: February 13, 2024 Time: 8:30 a.m. Dept.: 34 **Reservation No. 851682934983** Complaint Filed: October 24, 2022 Trial Date: None Set

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 & Kingsley, APC, 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 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 Declaration is support of Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement in the above-captioned case.

RELEVANT PROCEDURAL HISTORY

4. On October 24, 2022, Plaintiffs commenced a representative action by filing a Complaint alleging, among other things, violations of the California Labor Code Section 2802 ("Section 2802") and asserting related claims under the Private Attorneys General Act, codified as Labor Code §§ 2698, et seq. ("PAGA"), against Defendant DOLGEN CALIFORNIA, LLC ("Defendant" or "Dollar General"), Los Angeles Superior Court, Case No. 22STCV34189. (Hereafter, the "Action".)

5. Plaintiffs in the Action requested permission to file a First Amended Complaint ("FAC") to dismissing all Labor Code claims except the Section 2802 claims without prejudice, and adding Section 2802 class allegations.

6. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs and others gave timely written notice to Dollar General and the Labor Workforce Development Agency ("LWDA") by sending the PAGA Notices.

7. In particular, Dollar General received three PAGA notices related to alleged violations of Section 2802 (the PAGA Notices).

8. On July 6, 2020, two other employees, Brian Gile and Randolph Gallegos, filed a class and PAGA action against Defendant alleging a Section 2802 claim, among other claims.

9. That action is entitled, *Gile v. Dolgen California, LLC* (case number 5-20-cv-01863-MCS-SP) and it was pending in federal court.

10. That Action was settled in combination with and as part of the settlement in this case. The discovery conducted in that action was extensive.

DISCOVERY AND MEDIATION

11. On February 16, 2023, the Parties participated in a mediation presided over by Honorable Amy D. Hogue (Retired), which led to this Agreement to settle all individual, Class, and PAGA Section 2802 claims including, without limitation, those filed in the Action, which settlement also led to the conclusion of overlapping Labor Lode and PAGA claims asserted in all other earlier-filed PAGA claims on these same Section 2802 issues (including the PAGA Notices).

12. Prior to mediation, Plaintiffs and Plaintiffs' counsel obtained, through formal and informal discovery, information needed to inform settlement talks, including corporate representative depositions and voluminous data from Dollar General related to the settled claims.

13. Moreover, the parties engaged expert witnesses who evaluated the voluminous data to inform settlement discussions.

14. This case was heavily litigated in federal court. This litigation included the filing of a motion for class certification, depositions, voluminous document production, and extensive motion practice.

15. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and/or FAC, disputes the damages and penalties claimed by Plaintiffs, and further contends that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, it has complied with the California Labor Code, and the Industrial Wage Commission Orders.

16. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Agreement with Defendant is fair, reasonable and adequate, and in the best interest of the settlement Class Members and Aggrieved Employees in light of all known facts and

circumstances, including the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and representative action trial on the merits, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Agreement solely to avoid the cost of litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to Section 2802 claims as asserted in the Action and the FAC on the terms set forth in the Agreement.

CERTIFICATION FOR SETTLEMENT PURPOSES

17. Here, Plaintiffs maintain that the proposed class is ascertainable for several reasons: First, Defendant has agreed to provide a class list to the Administrator containing the name, last known mailing address, social security number, and number of class period workweeks for all putative class members after issuance of the preliminary approval order.

18. Second, Class members consist of Defendant's employees, and Defendant is required to keep records of its employees. (*See* Wage Order 7-2001, subsection 7(c).)

19. Third and finally, Defendant formally and informally produced voluminous time and pay data for Class Members containing Class Member contact information, which confirms that all Settlement Class Members may be readily identified based on Defendant's records.

20. Therefore, Plaintiffs are confident they will be able to establish that the proposed settlement Class is ascertainable and sufficiently numerous.

21. Here, Plaintiffs argue that there are questions of law and fact common to the proposed settlement Class that predominate over any questions affecting only individual Class Members.

22. Plaintiffs' challenge to Defendant's uniform policies and practices involves common factual and legal issues that are amenable to class treatment.

23. Here, Plaintiffs maintain that the proposed Class Members suffered the same injuries, in the same manner in that Class Members were not reimbursed for business-related expenses.

24. Accordingly, for purposes of settlement, certification for settlement purposes is appropriate.

25. Plaintiffs worked as key carriers for Defendant during the Class Period.

26. Plaintiffs allege that they worked without being reimbursed for costs associated with

cell phone usage, mileage, or other business expenses incurred during the course of their employment with DOLLAR GENERAL during the PAGA Period.

27. Plaintiffs believe that they are capable of fairly representing and adequately protecting the interests of the proposed Class Members.

28. The members of the proposed settlement Class all worked for Defendant during the relevant time period and incurred the same type of alleged damages with regard to Defendant's alleged violations of the law.

29. Moreover, Plaintiffs have agreed to serve as Class Representatives and have retained qualified Counsel who is experienced in prosecuting wage and hour class actions.

30. Plaintiffs have provided their Counsel with all necessary and pertinent information.

31. They have been a very active participant in the litigation including having frequent contact with Class Members and working closely with Class Counsel to develop the theories of liability.

32. Therefore, Plaintiffs believe that they have and will continue to adequately represent the proposed Class Members.

33. In this regard, the superiority of class treatment is evident here because individual pursuit of Class Members' claims may not be economically viable.

34. The only alternative to certification would be to force over 10,000 employees to join this action, file individual, uniform actions, or abandon their legal rights altogether.

35. Plaintiffs maintain that this economic reality would result in a windfall for Defendant if this case were not certified.

THE PROPOSED SETTLEMENT

36. For purposes of Agreement, the settlement class is defined as all employees who are or were Key Carriers for DOLLAR GENERAL in the state of California who worked as a Key Carrier one or more pay periods during the Class Period ("Class").

37. The Class Period is July 6, 2016 to the date the preliminary approval order is entered by the Court.

38. Based on documents and other information produced and reviewed by Defendant as

of the date of this filing, there are approximately 10,844 Class Members.

39. For purposes of Agreement, the aggrieved employees are defined as any employee who is or was a Key Carrier for Defendant in the state of California who worked one or more PAGA Pay Periods. ("Aggrieved Employees".)

40. The PAGA Period is June 22, 2017 to the date the preliminary approval order is entered by the Court.

41. Based on documents and other information produced and reviewed by Defendant as of the date of this filing, there are approximately 10,038 Aggrieved Employees.

42. As detailed fully in the Agreement, the Settlement provides for Defendant to pay a Gross Settlement Amount of $1,190,000.00, which includes the sum of the Individual Class Payments, Individual PAGA Payments, the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, LWDA PAGA Payment, and the Administration Expenses Payment.

43. The Net Settlement Amount is the Gross Settlement Amount, less Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Individual PAGA Payments, LWDA PAGA Payment, and Administration Expenses Payment.

***KULLAR* ANALYSIS**

44. The extensive discovery conducted in this lawsuit permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

45. Class Counsel is experienced in handling wage and hour class actions and, after weighing all of the following factors, supports this Agreement.

46. Plaintiffs maintain that Defendant's policies required that Plaintiffs and Class Members to use their personal cell phones in performing their job duties and to perform regular bank drops, or be subject to disciplinary action including termination.

47. Plaintiffs contend that they and the Proposed Class Members were required to take their own personal vehicles for bank drops as Defendant did not provide a company vehicle for them to use.

48. As such, Plaintiffs assert that Defendant is required to reimburse Plaintiffs and the

Class for all out-of-pocket expenses incurred by them in the performance of their job duties, including but not limited to for cell phone usage and mileage for bank drops.

49. Defendant argued that it maintained a valid reimbursement policy, that the evidence shows Class Members used this policy, and that Plaintiffs and the Class Members' failure to utilize the reimbursement procedures resulted in no liability for Defendant.

50. As such, the Agreement's contemplated PAGA payment of $50,000.00 is appropriate.

51. There is significant expense associated with the class certification process, which the Parties can avoid by entering into the contemplated Agreement now.

52. If the Court did eventually certify a class, trial of a case involving approximately 10,844 Class Members would require the retention of expensive expert witnesses, the accrual of extensive litigation costs, and a significant time overlay by the parties

53. Moreover, given the complexity and unsettled nature of the issues in this case it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result in further delay for the Class Members who are waiting for a resolution in this matter.

54. This case has not been certified. While Plaintiffs believe there is strong evidence to support certification of several possible subclasses, certification is always hard fought and subject to judicial discretion. Moreover, in class actions, decertification is always a possibility. There is a risk for both sides as to what these depositions will reveal.

55. This Settlement is the result of adversarial, non-collusive, and arms-length negotiations. The Parties arrived at it after extensive investigation and discovery, careful evaluation of the law, risks, and all information substantiating the amount of penalties reasonably likely to be awarded to the class were the trier of fact to find Defendant liable, extensive negotiations, and the assistance of an experienced mediator, Honorable Amy D. Hogue (Ret.).

56. This brought the damages for the 2802 claim to approximately $2,270,693.08.

57. Finally, Plaintiffs calculated the value of the PAGA claim at approximately $2,068,369.62 for aggrieved employees (using $100 per month).

58. The Aggrieved Employees were paid weekly, but reimbursements were done

monthly or quarterly, and the approximate number of months in the 597,529 pay periods is 137,891.31.

59. As such, each pay period does not contain a violation.

60. The main risk taken into account with PAGA is the discretionary nature of the penalty award.

61. A judge can award the statutory maximum of $100 for the initial violation and $200 thereafter or – in theory – one cent per wage statement.

62. While there is a dearth of available authority, in Plaintiffs' view, were she to succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also award a large amount of penalties of top of any damages recovered.

63. As a result of the forgoing risks on the merits, Class Counsel believes the Gross Settlement Amount of $1,190,000.00 is fair and reasonable.

ATTORNEY COMPETENCE

64. Kingsley & Kingsley is experienced in prosecuting employment litigation, and since 2000 we have focused our practice on wage, hour, and working condition violations. My firm is well versed in class action litigation and has diligently and aggressively pursued this action. Kingsley & Kingsley currently serves as class counsel for several dozens of pending class action lawsuits in Northern, Central, Eastern, and Southern California in both State and Federal Court. Below is a small, but representative sampling of wage and hour cases handled by my firm:

a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount of $255,000 and the court approved the attorneys' fee request of 33 1/3%.

b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2005, Honorable Rita Miller granted final approval of Settlement in the gross amount of $4,000,000 and the court granted attorneys' fees request of 30%.

c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Honorable Conrad R. Aragon granted final approval of Settlement in the gross amount of $1,000,000 and the court granted attorneys' fees request of 30%.

d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March 2008, the Honorable Mary Thornton House granted final approval of Settlement in the gross amount of $1,675,000.00 and the court granted attorneys' fees request of 33 1/3%.

e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the gross amount of $2,000,000.00, and the court granted attorneys' fees request of 33.3%.

f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In March 2012, the Honorable James P. Kleinberg granted final approval of Settlement in the gross amount of $2,000,000.00, and the court granted attorneys' fees request of 33.3%.

g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No. BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund granted final approval of Settlement in the gross amount of $4,700,000.00, and the court granted attorneys' fees request of 38%.

h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January 2014, the Honorable William F. Highberger granted final approval of Settlement in the gross amount of $1,500,000.00 and the court granted attorneys' fees request of 33.33%.

i. *Rojas, et al. v. Sunview Vineyards of California, Inc.,* Eastern District (1:09-cv-00705 AWIJLT). This certified class action was approved for final settlement by the Honorable Anthony W. Ishii in October 2015, in the gross amount of $4,550,000.00, with attorneys' fees approved in the amount of $1,137,500.00.

j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of $995,000.00, and the court granted attorney's fees request of 33.33%.

k. *Kane et al.* v. *Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley & Kingsley and co-counsel $996,232.72 in attorney's fees.

l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of $2,000,000.00, and the court granted attorney's fees request of 33.33%.

m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631).* The matter was proposed for final settlement by the Honorable Richard L. Fruin on February 19, 2016, in the gross amount of $5,250,000.

n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739). The matter was approved for final settlement by the Honorable Lee Smally Edmund in June 2013, in the gross amount of $4,700,000.00, with attorney's fees request of 38%.

o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The matter was approved for final settlement by the Honorable Anthony W. Ishii in November 2017, in the gross amount of $6,100,000.00, plus interest, with attorney's fees benchmark award of $1,525,000.

p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-15-101333). The matter was approved for final settlement before the Hon. Stephen D. Schuett, Dept. 10, in January 2018, in the gross amount of $9,000,000 with attorneys' fees request of 33.33%.

65. Kingsley & Kingsley, APC filed its first class certification motion in the year 2000 and since that time has been appointed class counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2012, Kingsley & Kingsley, APC has moved for class certification in 15 matters and has successfully obtained class certification in 15 of those cases. A brief sampling of which includes:

a. Lewis v. Collabrus, Inc., Santa Clara County Superior Court (109CV-142927), approved for Class Certification in 2011.

b. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed December 19, 2012) (court granted contested class certification and appointed Kingsley & Kingsley as class counsel).

c. *Amaro, et al v. Gerawan Farming, Inc*., No. 1:14-cv-00147-DAD-SAB (E.D. Cal., filed February 3, 2014) (court granted contested class certification and appointed Kingsley & Kingsley as class counsel).

d. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct., filed January 27, 2015) (court granted contested class certification and appointed Kingsley & Kingsley as class counsel).

e. *Ruiz v. Daniel C. Salas Harvesting, Inc*., Kings County Superior Court (16 C 0214). contested class certification granted in June 2020.

f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court (BCV-16-102833), contested class certification granted in 2018.

g. *Patton v. Skyler Electric*, Nevada County Superior Court, (CU17-082544), contested class certification granted in June 2020.

h. *Hameister v. Jaco Oil Company*, Kern County Superior Court (BCV-17-102876), contested class certification granted in August 2020.

66. Class Counsel is experienced in the handling of wage and hour class actions and supports this Settlement. Based on its analysis, Class Counsel believes that this settlement is fair and reasonable and in the best interest of the Class.

67. After factoring in the risks explained above, Class Counsel believes that the proposed settlement is fair and reasonable.

SERVICE AWARD TO THE NAMED PLAINTIFF

68. The Class Representatives are entitled to enhancements for their valiant effort and time expended in this matter. The time spent by Plaintiffs is significant and includes researching and retaining competent counsel; providing information to Class Counsel regarding the nature of the work for Defendant; compiling relevant documents; working closely with Counsel to develop the theories of liability and martial relevant evidence; regularly discussing the status of the case with

Class Counsel; and responding promptly to Class Counsel's communications regarding settlement.

69. As set forth in the Agreement, Plaintiffs will also be entering into a general release of liability pursuant to Civil Code Section 1542.

SUBMISSION TO THE LABOR WORKFORCE DEVELOPMENT AGENCY

70. Proof of submission of Plaintiffs' Motion, all related documents, and copy of the email from the LWDA confirming receipt is attached hereto as Exhibit "2."

EXHIBITS

71. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed Class Action and PAGA Settlement Agreement and Class Notice ("Agreement")

72. Attached hereto as Exhibit "2" is a true and correct copy of the proof of submission of Plaintiffs' Motion, 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 12th day of January, 2024, in Los Angeles, California.

____
Liane Katzenstein Ly

EXHIBIT "1"

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Juanita Villa, Jessica Lesher, and Sheri Amies (collectively, the "Plaintiffs") and defendant Dolgen California, LLC ("DOLLAR GENERAL"). The Agreement refers to Plaintiffs and DOLLAR GENERAL collectively as the "Parties," or individually as a "Party."

1. DEFINITIONS.

1.1 "Action" means the Plaintiffs' lawsuit alleging, among other claims, violations of the California Labor Code, Section 2802 ("Section 2802"), and asserting related Section 2802 PAGA claims against Dollar General captioned: *Juanita Villa, Jessica Lesher, and 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, initiated on October 24, 2022, and pending in Superior Court of the State of California, County of Los Angeles. As part of this Agreement, and pursuant to Section 3. herein, Plaintiffs will file a First Amended Complaint (FAC) to amend this Action to strike and dismiss all non-Section 2802 claims and add class allegations related to Section 2802 claims.

1.2 "Administrator" means Phoenix Claims Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement and who has agreed to be bound by an agreed protective order and/or confidentiality agreement prior to any receipt of Class Data (as defined herein).

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Aggrieved Employee" means any employee who is or was a Key Carrier (as defined below) for Defendant in the state of California who worked as a Key Carrier one or more PAGA Pay Periods (as defined below).

1.5 "Class" means all employees who are or were Key Carriers for DOLLAR GENERAL in the state of California who worked as a Key Carrier one or more pay periods during the Class Period.

1.6 "Class Counsel" means Kingsley & Kingsley, A Professional Corporation, including but not limited to Eric B. Kingsley, Liane Katzenstein Ly, Ari Stiller, Jessica Bulaon; and Arias Sanguinetti Wang & Torrijos, LLP, including but not limited to Mike Arias and Craig Momita.

1.7 "Class Counsel Fees Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees, and "Class Counsel Litigation

Expenses Payment" means the amounts allocated to Class Counsel for reimbursement of fees and/or other reasonable litigation expenses, respectively, incurred to prosecute the Action.

1.8 "Class Data" means Class Member identifying information in DOLLAR GENERAL's possession including the Class Members' and/or Aggrieved Employees' names, last-known mailing addresses, Social Security numbers, and number of Class Period Workweeks and PAGA Pay Periods worked by the Class Members/Aggrieved Employees.

1.9 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member.

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

1.11 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.12 "Class Period" means the period from July 6, 2016 to the date the preliminary approval order is entered by the Court.

1.13 "Class Release" means the release of class claims by Participating Class Members as set forth in Section 6.2, herein.

1.14 "Class Representatives" means the Plaintiffs in the Action who, to date, have sought to pursue, among other claims in the Action, Section 2802 PAGA claims.

1.15 "Class Representative Service Payments" means the payments to Juanita Villa, Jessica Lesher, and Sheri Amies.

1.16 "Court" means the Superior Court of California, County of Los Angeles.

1.17 "DOLLAR GENERAL" means named Defendant Dolgen California, LLC.

1.18 "Defense Counsel" means McGuireWoods LLP.

1.19 "Effective Date" shall be either: (i) in the event that the Settlement has received Final Approval by the Court, and regardless of whether any timely objections thereto have been filed or withdrawn, then sixty-five (65) calendar days after the Court's issuance of the Final Approval Order (as defined herein) without a timely appeal being filed; or, (ii) in the event that a timely appeal of the Court's Final Approval Order has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court's Final Approval Order without material modification, and the applicable date for seeking further appellate review has passed without further appellate review being sought.

1.20 "Final Approval" or "Final Approval Order" means the Court's order granting final approval of the Settlement.

1.21 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.22 "Final Judgment" means the Judgment entered by the Court upon Granting Final Approval of the Settlement.

1.23 "Gross Settlement Amount" means One Million One Hundred Ninety Thousand and no/XX Dollars ($1,190,000.00), which is the total amount DOLLAR GENERAL agrees to pay under the Agreement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments, and the Administrator's Expenses.

1.24 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.25 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.26 "Key Carriers" means all California employees employed in retail Dollar General stores who carried keys to their store or cash registers in their stores, and include employees in the following job positions: Store Manager, Assistant Store Manager, Store Manager – California, Store Training Manager – California, Store Assistant Manager – DG Market California, Store Manager Candidate, Store Training Manager, Store Manager Candidate – A, Store Perishable Manager – DGPP, Store Non Perishable Manager – DGPP, Store Manager Candidate – Market, Assistant Store Manager Perishables, Assistant Front End Lead Associate – DG Market, Rec/Pricing Lead Associate – DG Market, Front End Lead Associate – DG Market, Store Non Food Manager – DG Market, Store Shift Supervisor – DG Market, Store Food Manager – DG Market, Store Perishable Manager – DG Market, Store Assistant Manager – DG Market, Assistant Store Manager – DGPP, Store Training Manager DGPP CA, Store Manager – DGPP CA, Sales Associate Lead-FT and Sales Associate Lead PT.

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

1.28 "LWDA PAGA Payment" means the 75% of the PAGA Penalties Payment, which is paid directly to the LWDA under Labor Code section 2699, subd. (i).

1.29 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is the Net Settlement Amount and is to be paid to Participating Class Members as Individual Class Payments as set forth herein.

1.30 "Non-Participating Class Member" means any Class Member who opts out of the Class Settlement by sending the Administrator a valid and timely Request for Exclusion from the Class Settlement. Non-Participating Class Members may not opt-out of the PAGA portion of the settlement and will receive their portion, if any, of the PAGA Penalties Payment for the Released PAGA Claims and will be bound by the PAGA Release set forth in this Agreement.

1.31 "PAGA Pay Period" means any pay period during the PAGA Period (as defined below) in which an Aggrieved Employee performed work for DOLLAR GENERAL.

1.32 "PAGA Period" means from June 22, 2017 to the date the Preliminary Approval is entered by the Court.

1.33 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. Et seq.).

1.34 "PAGA Notices" means Plaintiffs' August 17, 2022, letter to DOLLAR GENERAL and the LWDA (LWDA Cause No. 902476-22) providing notice pursuant to Labor Code section 2699.3, subd.(a)., along with a PAGA letter dated June 22, 2018 (LWDA Cause No. 591887-18) and a PAGA letter dated July 14, 2020 (LWDA Cause No. 797015-20) providing additional notice of claims. In light of multiple and earlier PAGA Notices, DOLLAR GENERAL mediated, and the Parties have agreed to settle, all claims related to all PAGA Notices, and as a condition of settlement only, DOLLAR GENERAL specifically waives any defenses of the timeliness of the PAGA Notices. DOLLAR GENERAL also specifically waives any defense as to any failure to exhaust for earlier periods within the PAGA Pay Period that may be more than one year before the PAGA Notices as set forth herein.

1.35 "PAGA Penalties Payment" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of the Released PAGA claims (as defined herein).

1.36 "PAGA Release" means the release of claims of PAGA penalties by Aggrieved Employees as set forth in Section 6.3, herein.

1.37 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement. Plaintiffs agree that they will not seek to exclude themselves from the Settlement.

1.38 “Plaintiffs” means the named plaintiffs in the Action, namely Juanita Villa, Jessica Lesher, and Sheri Amies.

1.39 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40 “Preliminary Approval Order” means the Order Granting Preliminary Approval and Approval of Class Action and PAGA Settlement to be presented to the Court by Plaintiffs as part of their motion for preliminary approval of the Settlement.

1.41 “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.

1.42 “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.

1.43 “Released Parties” means: DOLLAR GENERAL and each of its former and present affiliates, parent companies, subsidiaries, shareholders, officers, officials, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, personal representatives, successors and assigns, past, present, and future, and each and all of their respective officers, partners, directors, members, owners, servants, agents, shareholders, employees, employers, agents, contractors, representatives, executors, personal representatives, accountants, insurers, attorneys, benefit plans (including pension, profit sharing, retirement savings, health and welfare, and any other employee benefit plans of any nature) and the respective trustees, administrators, sponsors, fiduciaries, successors, agents and employees of all such plans, predecessors, successors and assigns, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

1.44 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member. Any such written request does not affect the Class Member’s status, if any, as an Aggrieved Employee.

1.45 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may (a) mail Requests for Exclusion from the Class Settlement, or (b) mail his or her Objection to the Class Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline (“Extended Response Deadline”).

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

1.47 "Workweek" means any week during the Class Period in which a Class Member performed work for DOLLAR GENERAL.

2. RECITALS.

2.1 On October 24, 2022, Plaintiffs commenced the Action by filing a Complaint alleging, among other things, violations of the California Labor Code Section 2802 ("Section 2802") and asserting related PAGA claims against DOLLAR GENERAL. The Complaint is currently the operative complaint in the Action (the "Operative Complaint"). However, as described above, Plaintiffs will seek to file a FAC. DOLLAR GENERAL denies the allegations in the Operative Complaint and any FAC, denies any failure to comply with the laws identified in in the Operative Complaint and/or any FAC, and denies any and all liability for the causes of action alleged in the Operative Complaint and/or any FAC.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs and others gave timely written notice to DOLLAR GENERAL and the LWDA by sending the PAGA Notices. In particular, Dollar General received three PAGA Notices related to alleged violations of Section 2802 (as set forth above). Moreover, DOLLAR GENERAL specifically waives, as a condition of settlement only, any defenses related to the timeliness of the PAGA Notices, and further specifically waives any defenses as to any failure to exhaust for earlier periods within the PAGA Pay Period that may be more than one year before the PAGA Notices as referenced herein.

2.3 On February 16, 2023, the Parties participated in an all-day mediation presided over by Honorable Amy D. Hogue (Retired), which led to this Agreement to settle all individual, Class, and PAGA Section 2802 claims including, without limitation, those filed in this Action, which settlement also led to the conclusion of overlapping Labor Lode and PAGA claims asserted in all other earlier-filed PAGA claims on these same Section 2802 issues (including the PAGA Notices).

2.4 Prior to mediation, Plaintiffs and Plaintiffs' counsel obtained, through formal and informal discovery, information needed to inform settlement talks, including corporate representative depositions and voluminous data from Dollar General related to their claims. Moreover, the parties engaged expert witnesses who evaluated the voluminous data to inform settlement discussions. Thus, Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc*. (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc*. (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

3. AMENDMENT AND CLASS CERTIFICATION STIPULATION.

3.1 **FIRST AMENDED COMPLAINT.** For the purposes of this Agreement only, Plaintiffs and DOLLAR GENERAL stipulate and agree, subject to the Court's entry of an order preliminarily approving this Settlement, that (1) the Parties will jointly move for, or stipulate to, an order lifting the stay of proceedings in the Action (should the stay still be pending) for the limited purpose of seeking to file a First Amended Complaint (FAC) that strikes and dismisses all non-Section 2802 claims and adds class allegations related to Section 2802 claims; and (2) Plaintiffs will ask the court to accept a FAC in this form.

3.2 For purposes of this settlement only, DOLLAR GENERAL waives all defenses and challenges it may have to the Section 2802 Class claims, as well as the Section 2802 PAGA claims in the Action, and the PAGA Notices, including based on the statute of limitations and/or timely and proper exhaustion of administrative notice requirements. Should, for whatever reason, the settlement set forth in this Agreement not become final, the Parties shall be returned to their pre-Settlement positions.

3.3 STIPULATION REGARDING CLASS CERTIFICATION. The Parties stipulate and agree that the Class (as defined above and as to be reflected in the FAC), subject to approval of the Court, shall be certified for purposes of settlement only. Should, for whatever reason, the Settlement set forth in this Agreement not become final, the Parties' stipulation to such class certification as part of this Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not class certification is appropriate in a non-settlement context. Should this Agreement not become final (or should it be found to be unenforceable or void), DOLLAR GENERAL expressly reserve its rights and declares it intends to oppose class certification should class action and/or representative claims be allowed to be pursued in the Action or any other action or proceeding.

4. MONETARY TERMS.

4.1 Gross Settlement Amount. DOLLAR GENERAL promises to pay One Million One Hundred Ninety Thousand and no/XX Dollars ($1,190,000.00) and no more as the Gross Settlement Amount. DOLLAR GENERAL has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 5.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount as set forth herein without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of receiving their allotted payments. None of the Gross Settlement Amount will revert to DOLLAR GENERAL.

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

4.2.1. To Plaintiffs: Class Representative Service Payments to Class Representatives Juanita Villa, Jessica Lesher, and Sheri Amies, of not more than $5,000.00 each may be sought from the Court (in addition to any Individual Class Payment and any Individual PAGA Payment the Class

Representatives are entitled to receive as Participating Class Members and/or Aggrieved Employees). DOLLAR GENERAL will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves any Class Representative Service Payments less than the amount requested, the remainder will become part of the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. The Class Representatives assume full responsibility and liability for employee taxes owed on any Class Representative Service Payments that they receive.

4.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33 and1/3%, which is currently estimated to be $396,666.66, and a Class Counsel Litigation Expenses Payment of not more than $105,000.00 may be sought by Class Counsel from the Court. DOLLAR GENERAL will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the remainder will become part of the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds DOLLAR GENERAL harmless, and indemnifies DOLLAR GENERAL, from any dispute or controversy regarding any division or sharing of any of these Payments.

4.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $60,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $60,000.00, the remainder will become part of the Net Settlement Amount.

4.2.4. To Each Participating Class Member: An Individual Class Payment is calculated 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 each Participating Class Member's total number of Workweeks during the Class Period.

4.2.4.1. Tax Allocation of Individual Class Payments. 100% of each Participating Class Member's Individual Class Payment will be allocated to settlement of non-wage claims for reimbursement of business expenses (the "Non-Wage Payments"). The Non-Wage Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

4.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. Amounts that were previously reserved for the Non-Participating Class Members' Individual Class Payments will become part of the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

4.2.5. To the LWDA and Aggrieved Employees: A PAGA Penalties Payment in the amount of $50,000.00 is to be paid from the Gross Settlement Amount, with 75% ($37,500.00) allocated to the LWDA PAGA Payment and 25% ($12,500.00) allocated to the Individual PAGA Payments on a pro rata basis as set forth herein.

4.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Penalties Payment ($12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's total number of PAGA Period Pay Periods worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4.2.5.2. If the Court approves a PAGA Penalties Payment of less than the amount requested, the remainder will become part of the Net Settlement Amount.

5. SETTLEMENT FUNDING AND PAYMENTS.

5.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, DOLLAR GENERAL estimates there are 10,844 Class Members who collectively worked a total of approximately 655,978 Workweeks, and 10,038 Aggrieved Employees who worked a total of approximately 597,529 PAGA Pay Periods. However, the Agreement envisions that these numbers will increase slightly based upon the negotiated settlement period being extended through the date of Preliminary Approval, and the same was considered in arriving at the Gross Settlement Amount.

5.2 Class Data. Not later than 20 business days after the Court grants Preliminary Approval of the Agreement, DOLLAR GENERAL will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence (and not share it with Class Counsel), use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. DOLLAR GENERAL has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data to the Administrator (but not to Class Counsel) as soon as reasonably feasible. Without any extension of the deadline by which DOLLAR GENERAL must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. Prior to being provided with the Class Data, the Administrator shall provide its written acknowledgement and agreement to comply with this Paragraph of the Settlement.

5.3 Funding of Gross Settlement Amount. DOLLAR GENERAL shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5.4 Payments from the Gross Settlement Amount. Within 14 days after DOLLAR GENERAL funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments to Participating Class Members, all Individual PAGA Payments to Aggrieved Employees, the LWDA PAGA Payment to the LWDA, the Administration Expenses Payment to the Administrator, the Class Counsel Fees Payment to Class Counsel, the Class Counsel Litigation Expenses Payment to Class Counsel, and the Class Representative Service Payments to the Class Representatives. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

5.4.1. The Administrator will issue checks for the Individual Class Payments to the Participating Class Members and Individual PAGA Payments to Aggrieved Employees and send them via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating

Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

5.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without USPS forwarding address. Within [7] days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member whose original check was lost or misplaced, if requested by the Participating Class Member prior to the void date.

5.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

5.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate DOLLAR GENERAL to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASES OF CLAIMS. Effective on the date when DOLLAR GENERAL fully funds the Gross Settlement Amount, Plaintiffs, Class Members, and Class Counsel will release claims against all Released Parties as follows:

6.1 Plaintiffs' Releases. Plaintiffs and each of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and discharge Released Parties from all claims, transactions, or occurrences that occurred prior to the date of this Agreement, , including, but not limited to: (a) all Section 2802 Class claims, as well as Section 2802 PAGA claims that were, or reasonably could have been, alleged, based on the facts contained, in the Action; (b) all Section 2802 Class claims, as well as Section 2802 PAGA claims, that were, or reasonably could have been, alleged based on facts contained in the Action, the PAGA Notices, or ascertained during the Action or settlement negotiations, and released under 6.2, below, and any and all other claims brought or that could have been brought in this Action ("Plaintiffs' Releases"). Plaintiffs' Releases do not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Releases shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

6.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, through and including the date of Final Approval of this Agreement which reads:

> 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 Parties.

6.2 Release by Participating Class Members: 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 (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 this 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.

6.3 Release by Aggrieved Employees: 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 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").

7. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs shall prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the following terms of this Settlement.

7.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the Motion for Preliminary Approval and memorandum in support that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval of the Class and Representative Action Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching statements as to: its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; its competency; its operative procedures for protecting the security of Class Data; the amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming their willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to: its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (including notices of violations and tolling agreements (Labor Code section 2699.3, subd. (a)), Operative Complaint asserting the claims being settled pursuant to this Agreement, and which will be filed pursuant to this Settlement (Labor Code section 2699, subd. (l)(1)), and this Agreement (Labor Code section 2699, subd. (l)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members or the Administrator.

7.2 Responsibilities of Counsel. Defense Counsel shall expeditiously review and provide their feedback on the draft Motion for Preliminary Approval within ten (10) business days of receiving the same from Plaintiffs and shall cooperate with Class Counsel in seeking preliminary approval consistent with the terms of this Settlement. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court expresses any concern to granting Preliminary or Final Approval, the Parties will expeditiously work together in good faith to attempt to address the Court's concerns as necessary to obtain Preliminary and Final Approval.

8. SETTLEMENT ADMINISTRATION.

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

8.2 Employer Identification Number. The Administrator shall obtain and use a newly acquired Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

8.4 Notice to Class Members.

8.4.1. No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and PAGA Pay Periods in the Class Data.

8.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A.** The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and/or Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the Extended Response Deadline with the re-mailed Class Notice.

8.4.5. If the Administrator, DOLLAR GENERAL, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after the mailing of Class Notice, or the deadline dates in the original Class Notice, which ever are later.

8.5 Requests for Exclusion from Class Settlement (Opt-Outs).

8.5.1. Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send by mail to the Administrator a signed written Request for Exclusion not later than the Response Deadline, or where applicable to a Class Member, the Extended Response Deadline. A Request for Exclusion is a letter from 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 Class Member's name, address, social security number, email address, and telephone number. To be valid, a Request for Exclusion must be timely submitted in writing, signed, and postmarked by the Response Deadline, or where applicable to certain Class Members only, the Extended Response Deadline.

8.5.2. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 (Class Release) and 6.3 (PAGA Release) of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment nor have the right to object to the Class Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.3 (PAGA Release) of this Agreement and are eligible for and shall receive an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have sixty (60) days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for only certain Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation submitted by a challenging Class Member, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination related to the challenges.

8.7 Objections to Settlement.

8.7.1. Only Participating Class Members may object to the Class Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or the Class Representative Service Payments.

8.7.2. Participating Class Members may send written objections related to the Class Settlement to the Administrator, by email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court on their behalf and at their own expense) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline, or where applicable to only certain Class Members, the Extended Response Deadline. Participating Class Members have no right to object to the PAGA Settlement.

8.7.3. Non-Participating Class Members have no right to object to the Settlement.

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

8.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including: the date, time and location for the Final Approval Hearing; copies of the Settlement Agreement; Motion for Preliminary Approval; the Preliminary Approval; the Class Notice; the Motion for Final Approval; the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments; the Final Approval; and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails. Not later than 90 days after the date that the Administrator must remit any unclaimed funds to the California Unclaimed Property Fund pursuant to the terms of this Agreement, the Administrator's internet website, email address, and toll-free number shall be taken down.

8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing: (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed; Class Notices returned undelivered; Requests for Exclusion (whether valid or invalid) received; objections received; challenges to Class Workweeks and/or PAGA Pay Periods received and/or resolved; and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4. Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written objections. It shall also attach the Exclusion List and all written objections. The

Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.5. Final Report by Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. CLASS SIZE ESTIMATES. Based on its records, DOLLAR GENERAL estimates that, as of the date of this Settlement Agreement, (1) there are/will be approximately 10,844 Class Members and approximately 655,978 Total Workweeks during the Class Period and (2) there are/will be approximately 10,038 Aggrieved Employees who worked approximately 597,529 Pay Periods during the PAGA Period.

10. DOLLAR GENERAL'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, DOLLAR GENERAL may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if DOLLAR GENERAL withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, DOLLAR GENERAL will remain responsible for paying all Settlement Administration Expenses incurred to that point. DOLLAR GENERAL must notify Class Counsel and the Court of its election to withdraw not later than seven court days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement on a class and PAGA basis, a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than ten (10) Court days prior to filing the Motion for Final Approval for review and feedback. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 Duty to Cooperate. If the Court expresses any concerns pertaining to the Settlement (including, but not limited to, the scope of release to be granted by Class Members or Aggrieved Employee), the Parties will expeditiously work together in good faith to attempt to address the Court's concerns as necessary to obtain Preliminary or Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement.

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

11.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement (or any agreed modifications thereto), the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and/or appeals. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement, nor shall it amount to the rendering of a Judgment that is inconsistent with the terms and conditions of this Agreement. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

11.5 Material Modification and Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court requires a material modification of this Agreement (including, but not limited to, by changing the scope of release to be granted as to the Class Members or Aggrieved Employee or by increasing the Gross Settlement Amount), this Agreement shall be null and void in the absence of the Parties' express written agreement to any such modification via an addendum or amendment to this Agreement. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including but not limited to, the scope of release to be granted as to the Class Members or Aggrieved Employee or by increasing the Gross Settlement Amount), this Agreement shall be null and void. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment, however, shall not constitute a material modification of the Judgment, as long as the Gross Settlement Amount remains unchanged. The Parties make no other stipulations or agreements as to appellate strategies or positions in advance of any appeal.

12. **AMENDED JUDGMENT**. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith in an effort to jointly submit a proposed amended judgment.

13. **ADDITIONAL PROVISIONS.**

13.1 <u>No Admission of Liability, Class Certification or Representative Manageability for Other Purposes</u>. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by DOLLAR GENERAL that any of the allegations in the Action have merit or that DOLLAR GENERAL has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that DOLLAR GENERAL's defenses in the Action have merit. The Parties agree that class certification and representative treatment in the Action is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, DOLLAR GENERAL reserves the right to contest certification of any class for any reasons, and DOLLAR GENERAL reserves all available defenses to the claims in the Action (including, without limitation, timeliness and failure to exhaust), and Plaintiff reserves the right to move for class certification on any grounds available and to contest DOLLAR GENERAL's defenses. The Settlement, this Agreement and Parties' willingness to enter into this Agreement will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2 <u>Confidentiality Prior to Preliminary Approval</u>. Plaintiffs, Class Counsel, DOLLAR GENERAL and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency or (6) the Administrator. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, DOLLAR GENERAL and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict

Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. However, Class Counsel agrees that no information about the Action or the settlement may be posted on any Class Counsel website(s), at any time, without DOLLAR GENERAL's prior written consent.

13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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

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

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

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

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

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

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

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

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

13.14 Use and Return of Class Data. Any information provided to the Administrator and/or Class Counsel pursuant to Cal. Evid. Code §1152, and any and all Class Data or copies and/or summaries of the Class Data provided to the Administrator by DOLLAR GENERAL in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, the Administrator shall destroy, all paper and electronic versions of Class Data received from DOLLAR GENERAL unless, prior to the Court's discharge of the Administrator's obligation, DOLLAR GENERAL makes a written request to the Administrator for the return, rather than the destructions, of Class Data. Class Counsel is not entitled to receive all or any of the Class Data that is shared with the Administrator for purposes of administering the Settlement, and shall seek and obtain DOLLAR GENERAL's permission related to any need to receive Class Data other than what Class Counsel is entitled to receive by way of this Agreement. Administrator cannot share Class Data received from DOLLAR GENERAL with Class Counsel directly other than as outlined by this Agreement.

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

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

13.17 No Waiver of Arbitration. It is agreed that this Settlement does not constitute or effectuate any waiver or limitation of the applicability of any arbitration agreement, or any argument against the enforcement of any arbitration agreement, entered into between Defendant and its current and former employees, including Plaintiffs, Class Members and the Aggrieved Employees.

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

To Plaintiff: Liane Katzenstein Ly
Kingsley & Kingsley
16133 Ventura Boulevard, Suite 1200
Encino, California 91436
liane@kingsleykingsley.com

To DOLLAR GENERAL
Melanie Cook
Dollar General Corporation
100 Mission Ridge
Goodlettsville TN 37073
mecook@dollargeneral.com

With copy to:
Joel S. Allen
Melissa M. Hensley
McGuireWoods LLP
2601 Olive Street, Suite 2100
Dallas, TX 75201
jallen@mcguirewoods.com
mhensley@mcguirewoods.com

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

1-10-24

Juanita Villa

Jessica Lesher

Sheri Amies

Liane Katzenstein Ly
Counsel for Plaintiffs

Rhonda Taylor
DOLLAR GENERAL

Sabrina Beldner
Counsel For DOLLAR GENERAL

Juanita Villa

DocuSigned by:

Jessica Lesher

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Jessica Lesher

Sheri Amies

Liane Katzenstein Ly
Counsel for Plaintiffs

Rhonda Taylor
DOLLAR GENERAL

Sabrina Beldner
Counsel For DOLLAR GENERAL

Jessica Villa

Jessica Lesher

Shari Amies

Liane Katzenstein Ly
Counsel for Plaintiffs

Rhonda Taylor
DOLLAR GENERAL

Sabrina Beldner
Counsel For DOLLAR GENERAL

Jessica Villa

Jessica Lesher

Sheri Amies

Liane Katzenstein Ly
Counsel for Plaintiffs

MKC

Rhonda Taylor
DOLLAR GENERAL

Sabrina Beldner
Counsel For DOLLAR GENERAL

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 Lesher, 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], 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], 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. *See infra*, Section III., Paragraph 9 of this Notice (Participating Class Members' Release) & Section III., Paragraph 10 of this Notice (Aggrieved Employees' PAGA Release).

You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is [date]**	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. *See* 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. *See infra,* 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 [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. *See supra*, Section VII. of this Notice.
You Can Participate in the Final Approval Hearing on [date]	The Court's Final Approval Hearing is scheduled to take place on **[date]**. 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. *See infra,* Section VII. of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by [date]**	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]. *See supra*, 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. <u>Defendant will pay $1,190,000.00 ("Gross Settlement Amount")</u>. 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. <u>Court Approved Deductions from Gross Settlement.</u> 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 Lesher, 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. <u>Net Settlement Distributed to Class Members</u>. 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. <u>Taxes Owed on Payments to Class Members.</u> 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. <u>Need to Promptly Cash Payment Checks.</u> 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 [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 (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 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 [date] 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 [date], 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 Lesher, 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] days before the [date] 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 [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 Lesher, 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] at [time] in Department 34 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

<u>Class Counsel</u>:

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& Torrijos LLP
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Los Angeles, CA 90045

<u>Settlement Administrator</u>:

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

<u>Counsel for Defendant</u>:
(Class Members Shall Not Contact Directly)
Joel S. Allen
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 "2"

(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 January 12, 2024, I served all interested parties in this action the following documents described as: **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 January 12, 2024, at Encino, California.

____
Kimberly Madrid