

1 **ADDENDUM TO THE CLASS ACTION AND PAGA SETTLEMENT AGREEMENT**

2 This Addendum to the Class Action and PAGA Representative Action Settlement
3 Agreement ("Second Addendum") is made by and between Plaintiff Michael Giulivo, Johnnie
4 Silvestre, Michelle Rodriguez, and William Davis ("Plaintiffs"), individually and on behalf of all
5 others similarly situated, and Defendant Albertson's LLC ("Defendant") (collectively the
6 "Parties"), by and through their respective counsel of record. This Addendum incorporates by this
7 reference as if set forth fully herein the complete contents of the Class Action and PAGA
8 Representative Action Settlement Agreement ("Settlement Agreement") executed by the Parties
9 and filed with the Court on February 25, 2026 as Exhibit 1 to the Supplemental Declaration of
10 James R. Hawkins in Support of Plaintiff's Motion for Preliminary Approval of Class Action and
11 PAGA Settlement.
12

13 The Parties, having been notified by the Court-approved settlement administrator, Apex
14 Class Actions LLC., of an increase in "Administration Expenses" to carry out the " Administrator's"
15 duties under Section 7 of the Settlement Agreement, enter into this Addendum to effectuate the
16 settlement as set forth in Section 10 of the Settlement Agreement.
17

18 Pursuant to Paragraph 10.9 of the Settlement Agreement providing for modification of the
19 Settlement Agreement through a writing signed by counsel for the Parties, the Parties modify the
20 Settlement Agreement as follows:
21

22 **Modifications of Existing Terms**

23 Paragraph 3.3.3 of the Settlement Agreement is modified as follows:

24 3.3.3 To the Administrator: Administration Expenses not to exceed \$145,750.00 except for
25 a showing of good cause and as approved by the Court. To the extent the Administration Expenses
26 are less, or the Court approves payment less than \$145,750.00 the Administrator will retain the
27 remainder in the Net Settlement Amount.
28

1 All other sections of the Settlement Agreement not expressly modified herein by this
2 Addendum are not modified in any way and are expressly carried forward and implemented into
3 this Addendum through the reference above.

4 The Parties agree that they have not relied on any oral statements that are not included in
5 this Addendum, and further agree that they intend this Addendum to be a modification of the
6 Settlement Agreement as described in Paragraph 10.9 of the Settlement Agreement.
7

8 This Addendum may be executed in counterparts consistent with the terms of Paragraph
9 10.17 of the Settlement Agreement.

10 Dated: April 6, 2026,

JAMES HAWKINS APLC

11 By: /s/James R. Hawkins
12 James R. Hawkins, Esq.
13 *Attorneys for Plaintiffs*
14 JOHNNIE SILVESTRE and MICHELLE
RODRIGUEZ

15 Dated: April 6, 2026,

THE BAINER LAW FIRM

16 By: /s/Matthew R. Bainer (with permission)
17 Matthew R. Bainer, Esq.
18 *Attorneys for Plaintiffs*
19 JOHNNIE SILVESTRE

20 Dated: April 6, 2026,

THE NOURMAND LAW FIRM, APC

21 By: /s/Michael Nourmand (with permission)
22 Michael Nourmand, Esq.
23 *Attorneys for Plaintiff*
WILLIAM DAVIS

24 Dated: April 6, 2026,

PAYNE & FEARS LLP

25 By: /s/Jeffrey K. Brown (with permission)
26 Jeffrey K. Brown, Esq.
27 Tyler B. Runge, Esq.
28 Taylor B. Brown, Esq.
Attorneys for Defendant
ALBERTSON'S LLC