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Attorneys for Defendants,
CHEDRAUI USA, INC., dba EL SUPER MARKET
and CARLOS SMITH

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MARIA MORFIN GOMEZ, an individual on behalf of herself and all similarly situated aggrieved employees,

Plaintiffs,

v.

CHEDRAUI USA, INC., dba EL SUPER MARKET, a Delaware Corporation; CARLOS SMITH, an individual; and DOES 1 through 30, inclusive,

Defendants.

Case No. 23STCV13308

[Assigned For All Purposes to The Hon. Carolyn B. Kuhl – Dept. 12]

SUBMISSION OF AMENDED SETTLEMENT AGREEMENT IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL

Date: May 1, 2025
Time: 11:00 a.m.
Dept. 12

Complaint Filed: June 9, 2023
Trial Date: None Set

Pursuant to this Court's March 18, 2025, Order, Defendant hereby submits an Amended Settlement Agreement and Amended Class Notice including a Spanish translation of the Amended Class Notice in support of Plaintiff's motion for preliminary approval of class and PAGA settlement. These documents are attached hereto as Exhibit A and Exhibit B respectively.

DATED: April 23, 2025

LATHROP GPM LLP

By:________________________________

Laura Reathaford
Attorney for Defendants
CHEDRAUI USA, INC., dba EL SUPER MARKET and CARLOS SMITH

EXHIBIT A

AMENDED STIPULATION OF SETTLEMENT

This Amended Stipulation of Settlement (herein after "Settlement Agreement" or "Settlement") is reached by and between Plaintiff Maria Morfin Gomez on the one hand (hereinafter "Plaintiff"), individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendant Chedraui USA, Inc. ("Defendant"), on the other hand. Plaintiff and Defendant are referred to herein collectively as the "Parties." The Parties agree to the designation of Robinson Di Lando, APLC and Orion Robinson (SBN 293796) as Class Counsel.

On June 9, 2023, Plaintiff filed a class action Complaint against Defendant (the "Lawsuit"). The Lawsuit alleges that Defendant: (i) failed to pay overtime wages; (ii) failed to pay minimum wages; (iii) failed to provide meal periods, or premium pay for non-compliant meal periods; (iv) failed to authorize and permit all rest periods, or pay premium pay for non-complaint rest periods; (v) failed to pay all wages owed upon termination; (vi) failed to furnish accurate itemized wage statements; (vii) failed to comply with Labor Code Section 226(C); (viii) failed to provide personnel files; (ix) failed to reimburse business expenses; (x) violations of California Business and Professions Code §§ 17200 *et seq*. and (xi) civil penalties under the Private Attorneys General Act (PAGA). As a result of the foregoing alleged violations, Plaintiff contends that Defendant is liable to Plaintiff and the Settlement Class (defined below) because it engaged in unlawful business practices. Defendant denies Plaintiff's claims. Given the uncertainty of litigation, Plaintiff and Defendant wish to settle these claims both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendant agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the following Settlement Class:

> All current and former non-exempt employees of Defendant who worked for and/or provided services to Defendant (or any direct affiliates) in California at any time from June 27, 2021 through the date the Court enters the order granting preliminary approval.

The time period of June 27, 2021 through preliminary approval of this Settlement shall be referred to herein as the "Class Period."

Further, the Parties understand and agree that the workweeks to be included in this Settlement Class and the release below are for employees of Defendant (or any direct affiliates) in California during the Class Period and shall not include any other workweeks.

PAGA Settlement. For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the following PAGA Settlement:

> All current and former non-exempt employees of Defendant who worked for and/or provided services to Defendant (or any direct affiliates) in California at any time from June 27, 2021 through the date the Court enters the order granting preliminary approval.

The time period of June 27, 2021 through preliminary approval of this Settlement shall be referred to herein as the "PAGA Period."

Further, the Parties understand and agree that the pay periods to be included in this PAGA Settlement and the release below are for employees of Defendant (or any direct affiliates) in California during the PAGA Period and shall not include any other pay periods.

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff**. Plaintiff and every member of the Settlement Class (except those who opt out) will fully and forever completely and irrevocably release and discharge Defendant, and all of its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the "Released Parties"), as follows:

Settlement Class members will release all claims, demands, rights, liabilities, causes of action, and issues of any kind or nature whatsoever that were pled and/or alleged in the Complaint filed in the Lawsuit, or which could have been pled in the Complaint in the Lawsuit through the date of preliminary approval based on the factual allegations therein, that arose during the Class Period ("Released Claims"), including without limitation with respect to the following claims:

A. (a) failure to pay all wages due, including overtime and premium pay, in violation of Labor Code §§ 200-210, 212, 216, 222.5, 227.3, 246, 350, 351, 510, 558, 558.1, 1182.12, 1185, 1194, 1194.2, 1197, 1197.5, 1199, and 98.6 and any California Wage Order; (b) failure provide meal periods, or premium pay for non-compliant meal periods in violation of Labor Code §§ 226.7, 512, 1198 and the applicable IWC Wage Order; (c) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods in violation of Labor Code §§ 226.7, 512, 1198 and the applicable IWC Wage Order; (d) failure to pay all wages owed upon termination in violation of Labor Code §§ 201-203, 227.3 and 256; (e) failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226, 226.3, and 226.6; (f) failure to provide personnel files in violation of Labor Code §432, 1174, 1174.5, 1182.12, 1185, 1198.5; (g) failure to reimburse business expenses in violation of Labor Code §§ 2800 and 2802; (h) penalties pursuant to Labor Code §§ 2698, *et seq*. relating to the violations of the above and including but not limited to alleged violations of Labor Code §§ 96, 98.6, 200-210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, 256 et seq., 432, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2810.5 and all applicable Wage Orders; along with claims for a failure to comply with the requirements of Labor Code §§ 432.5 and 432.7, a failure to comply with the notice requirements of Labor Code §2810.5, attorneys' fees under Labor Code § 218.5 and 218.6; and (m) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above.

B. It is understood and acknowledged that all persons who are employed or have been employed by Defendant in California as non-exempt employees at any time during the time period from June 27, 2021 through Preliminary Approval (the "PAGA Period"), will be issued a check for their share of the PAGA penalties payable to aggrieved employees, regardless of whether they submit a timely Request for Exclusion from the Settlement. All PAGA aggrieved employees shall be deemed to have released all claims for civil penalties under the PAGA against the Released Parties with respect to the underlying claims pled in the operative Complaint in the Action or Plaintiff's letter to the California Labor and Workforce Development Agency dated March 28, 2023, or which could have been pled in the operative Complaint in the Action based on the factual allegations therein, that arose during the PAGA Period (the "PAGA Released Claims").

C. In light of the Class Representative Service Award and other consideration given, Plaintiff has agreed to a general release, in addition to the Released Claims described above, of all claims, demands, rights, liabilities, and causes of action, whether known or unknown, under federal, state or local law against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers' compensation claims nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

3. **Gross Settlement Amount.** As consideration, Defendant agrees to pay a "Gross Settlement Amount" of Five-Hundred Thousand Dollars and Zero Cents ($500,000.00) in full and complete settlement of the Lawsuit, as follows:

A. The Parties have agreed to engage Phoenix Class Action Administration Solutions as the "Claims Administrator" to administer this Settlement.

B. With the exception of the Claims Administrator's fees, if otherwise required by the Claims Administrator, the Gross Settlement Amount shall be deposited with the Claims Administrator within thirty (30) calendar days of the Effective Date (which, for this purpose, shall be defined as the date on which the Court enters an Order granting Final Approval of the Settlement Agreement) or, solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the last date on which any appeal might be filed or (ii) the final resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.

C. This is a non-reversionary settlement. The Gross Settlement Amount includes:

(1) All payments (including interest) to the Settlement Class;

(2) All costs of the Claims Administrator and settlement administration, which are anticipated to be no greater than Seventy-Thousand Dollars ($70,000.00);

(3) Up to Twelve Thousand Dollars and Zero Cents ($12,000.00) for Plaintiff's Class Representative Service Award, in recognition of her contributions to the Lawsuit and her service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding;

(4) Up to thirty-five percent (35%) of the Gross Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Lawsuit as supported by declaration, which are currently estimated to be no greater than Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) . In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and

(5) Fifty Thousand Dollars ($50,000.00) will be attributed to Plaintiff's Private Attorneys General Act ("PAGA") claim, 75% of which will be paid to the Labor Workforce Development Agency ("LWDA") pursuant to PAGA.

(6) Defendants will be responsible for all employer payroll taxes separately from the Gross Settlement Amount.

4. **Payments to the Settlement Class.** Settlement Class members are not required to submit a claim form to receive a payment ("Individual Settlement Award") from the Settlement. Individual Settlement Awards will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, Plaintiff's Class Representative Service Award, and the Claims Administrator's fees and expenses for administration. The remaining amount shall be known as the "Net Settlement Amount."

B. From the Net Settlement Amount, the Claims Administrator will calculate each Settlement Class member's Individual Settlement Award based on the following formula: each participating Settlement Class member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class

Period, the numerator of which is the Settlement Class member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all Settlement Class members who worked during the Class Period.

C. Within ten (10) calendar days following the deposit by Defendant of the Gross Settlement Amount with the Claims Administrator, the Claims Administrator will calculate Individual Settlement Award amounts and provide the same to the Parties' counsel for review and approval. Within seven (7) calendar days of approval by the Parties' counsel, the Claims Administrator will prepare and mail Individual Settlement Awards, less applicable taxes and withholdings, to participating Settlement Class members. The Claims Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to counsel for Defendant.

D. For purposes of calculating applicable taxes and withholdings, each Settlement Award shall be allocated as follows: Sixty-Seven Percent (67%) as penalties and interest; and Thirty-Three Percent (33%) as wages. The Claims Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Each Settlement Class member who receives a Settlement Award will be responsible for correctly characterizing the payment for tax purposes and for payment of any taxes owing on said amount. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.

E. Defendant shall fully discharge its obligations to those Settlement Class members who get paid, through the Settlement Administrator, Individual Settlement Awards through the mailing of a Settlement check, regardless of whether such checks are actually received and/or negotiated by Settlement Class members. Each member of the Settlement Class who receives an Individual Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Any funds payable to Settlement Class members whose checks were not cashed or otherwise negotiated within 180 days after mailing will be transferred to the State Controller's Office in the name of the Settlement Class member under the unclaimed Property Laws.

F. Neither Plaintiff nor Defendant shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Claims Administrator.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be $175,000.00). Additionally, Class Counsel will request an award of

actual costs and expenses as supported by declaration, in an amount not to exceed Twenty-Five Thousand Dollars and Zero Cents ($25,000.00) from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Service Award.** Defendant will not object to a request for a Class Representative Service Award of up to Twelve Thousand Dollars and Zero Cents ($12,000.00) to the Plaintiff for her time and risk in prosecuting this case, and her service to the Settlement Class. This award will be in addition to Plaintiff's Settlement Award as Settlement Class members and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Service Awards, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Claims Administrator.** Defendant will not object to the appointment of Phoenix Class Action Administration Solutions. as Claims Administrator. Defendant will not object to Plaintiff's seeking permission to pay up to Seventy-Thousand Dollars ($70,000.00) for its services from the Gross Settlement Amount. The Claims Administrator shall be responsible for sending notices and for calculating Individual Settlement Awards and preparing all checks and mailings and other duties as described in this Settlement Agreement. The Claims Administrator shall be authorized to pay itself from the Gross Settlement Amount by Class Counsel only after Individual Settlement Awards have been mailed to all participating Settlement Class members.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

B. Appointing Robinson Di Lando, LLP as Class Counsel;

C. Appointing Plaintiff as Class Representatives for the Settlement Class;

D. Approving Phoenix Class Action Administration Solutions as Settlement Administrator;

E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Award, drafts of which are attached hereto as Exhibits A and B, respectively), and directing the mailing of same; and

G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within thirty (30) days after entry of an order preliminarily approving this Settlement, Defendant will provide the Claims Administrator with the names, last known addresses, phone numbers, social security numbers, the dates of employment and the number of Workweeks worked by each Settlement Class member while employed during the Class Period (the "Class Data") and the names, last known addresses, phone numbers, social security numbers, the dates of employment and the number of Pay Periods worked by each PAGA Settlement member while employed during the PAGA Period (the "PAGA Data"). The Class Data and PAGA Data shall be provided to the Claims Administrator in an electronic format satisfactory to the Claims Administrator.

B. Within ten (10) business days from receipt of this information, the Claims Administrator shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet in English and Spanish to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

C. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

ii. Before the Court enters Final Approval of this Settlement, if five percent (5%) or more of the Settlement Class members timely and properly Request Exclusion from this Settlement, then Defendant has the sole and exclusive right to withdraw from and void this Settlement and the Parties' previously-executed memorandum of understanding, and the Parties will revert to their positions prior to provisional class certification under the terms of this Settlement. If Defendant exercises this option, it must provide written notice to Class Counsel and the Settlement Administrator within thirty (30) days of learning that 5% or more of the Settlement Class members timely and properly requested exclusion from the Settlement. Furthermore, if Defendant exercises its option to withdraw from and void this Settlement pursuant to this paragraph, Defendant shall be solely responsible for the payment to the Settlement Administrator of all costs of the Settlement Administrator, including any re-notice to the Class Members as ordered by the Court.

D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant's counsel, as well as file all such objections with the Court). Defendant's counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing.

E. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Award as well as all of the information that was used from Defendant's records in order to calculate the Individual Settlement Award, including the Settlement Class member's number of Workweeks worked during the Class Period. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Settlement Award, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Claims Administrator and postmarked by the Response Deadline. If there is a dispute, the Claims Administrator will consult with the Parties to determine whether an adjustment is warranted. The Claims Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Awards under the terms of this Settlement Agreement. The Claims Administrator's determination of the eligibility for and amount of any Individual

Settlement Award shall be binding upon the Settlement Class member and the Parties.

F. Any Notice Packets returned to the Claims Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Claims Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Claims Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within three (3) business days of obtaining the updated address. The Claims Administrator must continue to skip trace and re-mail the Notice Packet throughout the sixty (60) day period. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Claims Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiff's and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award, and settlement administration costs; and

C. Entering judgment pursuant to California Rule of Court 3.769.

11. **Circular 230 Disclaimer**. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY,

AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT

13. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. In particular, but without limiting the generality of the foregoing, nothing about this Settlement Agreement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility, or fault whatsoever on the part of Defendant and/or the Released Parties, and it shall not be construed as or deemed to be evidence of, or an admission or concession that any Settling Class member has suffered any damage. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

12. **Non-disclosure and Non-publication**. Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other Lawsuits, Class Counsel may disclose the names of the Parties in this Lawsuit, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on their respective websites, but may not include the name(s) of any of the Parties, or the case name or case number of the Lawsuit.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Laura Reathaford
Lathrop GPM LLP

2049 Century Park East, Suite 3500
Los Angeles, California 90067
Laura.reathaford@lathropgpm.com
(310) 789-4600

if to Plaintiff: Orion Robinson
Robinson Di Lando, LLP
801 South Grand Avenue, Suite 500
Los Angeles, California 90017
orobinson@rdwlaw.com
(213) 229-0100

16. **Cooperation**. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: April 23, 2025

Chedraui USA, Inc.

By: Joe Angulo
Its: General Counsel

DATED: April ____, 2025

Maria Morfin Gomez

By:______________________________
Plaintiff and Settlement Class, including
PAGA Settlement

2049 Century Park East, Suite 3500
Los Angeles, California 90067
Laura.reathaford@lathropgpm.com
(310) 789-4600

if to Plaintiff: Orion Robinson
Robinson Di Lando, LLP
801 South Grand Avenue, Suite 500
Los Angeles, California 90017
orobinson@rdwlaw.com
(213) 229-0100

16. **Cooperation**. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

17. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

18. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

DATED: April ____, 2025 Chedraui USA, Inc.

____
By: Joe Angulo
Its: General Counsel

DATED: April 21, 2025 Maria Morfin Gomez

Firmado por:
By:______________________________
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Plaintiff and Settlement Class, including PAGA Settlement

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EXHIBIT B

CALIFORNIA SUPERIOR COURT, COUNTY OF LOS ANGELES
Maria Morfin Gomez, et al. v. Chedraui USA, Inc.
Case No. 23STCV13308

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you and you are not being sued.
However, your legal rights are affected by whether you act or don't act.

TO: All current and former non-exempt employees of Defendant who worked for and/or provided services to Defendant (or any direct affiliates) in California at any time from June 26, 2021 through [insert date].

The California Superior Court, County of Los Angeles has granted preliminary approval to a proposed settlement ("Settlement") of the above-captioned action ("Class Action"). Because your rights may be affected by this Settlement, it is important that you read this Notice of Class Action Settlement ("Notice") carefully.

The Court has certified the following class for settlement purposes ("Class" or "Class Members"):

> All current and former non-exempt employees of Defendant who worked for and/or provided services to Defendant (or any direct affiliates) in California at any time from June 27, 2021 through the date the Court enters the order granting preliminary approval.

The purpose of this Notice is to provide a brief description of the claims alleged in the Class Action, the key terms of the Settlement, and your rights and options with respect to the Settlement.

YOU MAY BE ENTITLED TO MONEY UNDER THE PROPOSED CLASS ACTION SETTLEMENT. PLEASE READ THIS NOTICE CAREFULLY; IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.

WHAT INFORMATION IS IN THIS NOTICE

1. Why Have I Received This Notice?

Chedraui USA, Inc.'s ("Chedraui") (formerly known as Bodega Latina Corporation) records indicate that you may be a Class Member. The Settlement will resolve all Class Members' Released Claims, as described below, from June 26, 2021, through the date of final approval should the case be settled at a later date (the "Release Period"). You are a member of the Class if you were employed by Defendant in the State of California as a hourly-paid or non-exempt employee any time during the period of June 26, 2021 and XXXX.

A Preliminary Approval Hearing was held on XXXX, 2025, in the California Superior Court, County of Los Angeles. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Fairness Hearing.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on_______, 2025 at 8:30 a.m. in Department 12, before Judge Carolyn B. Kuhl, located at Los Angeles County Superior Court 111 N. Hill Street, Los Angeles, CA 9001.

2. What Is This Case About?

The action entitled *Maria Morfin Gomez, et al. v. Chedraui USA, Inc.* was commenced by Plaintiff Maria Morfin Gomez in the Los Angeles County Superior Court (Case Number 23STCV13308) as a putative class action.

Plaintiff's action against Chedraui seeks damages, restitution, penalties, interests, costs and attorney's fees and other relief based on the following alleged causes of action: (i) failed to pay overtime wages; (ii) failed to pay minimum wages; (iii) failed to provide meal periods, or premium pay for non-compliant meal periods; (iv) failed to authorize and permit all rest periods, or pay premium pay for non-complaint rest periods; (v) failed to pay all wages owed upon termination; (vi) failed to furnish accurate itemized wage statements; (vii) failed to comply with Labor Code Section 226(C); (viii) failed to provide personnel files; (ix) failed to reimburse business expenses; (x) violations of California Business and Professions Code §§ 17200 *et seq*. and (xi) civil penalties under the Private Attorneys General Act (PAGA). As a result of the foregoing alleged violations, Plaintiff contends that Defendant is liable to Plaintiff and the Settlement Class (defined below) because it engaged in unlawful business practices.

The Court has not made any determination as to whether the claims advanced by Plaintiff have any merit.

In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Chedraui; instead, both sides agreed to resolve the lawsuit with no decision or admission of who is right or wrong. By agreeing to resolve the lawsuit, all parties avoid the risks and cost of a trial.

Chedraui expressly denies that it did anything wrong or that it violated the law and further denies any liability whatsoever to Plaintiff or to the Class.

3. Am I A Class Member?

You are a Class Member if you are currently or were formerly hourly-paid or non-exempt employees employed by Defendant within the State of California at any time from June 26, 2021 to _____, 2025.

4. *How Does This Class Action Settlement Work?*

In this Action, Plaintiff sued on behalf of herself and all other similarly situated employees. Plaintiff and these other current and former employees comprise a "Class" and are "Class Members" For purposes of settlement. The settlement of this Action resolves the Released Claims of all Class Members, except for those who exclude themselves from the Class by requesting to be excluded in the manner set forth below.

Plaintiff and Class Counsel believe the Settlement is fair and reasonable. The Court must also review the terms of the Settlement and determine if it is fair and reasonable to the Class. The Court file has the Settlement documents, which explain the Settlement in greater detail. If you would like copies of the Settlement documents, you can contact Plaintiff's counsel, whose contact information is below, and they will provide you with a copy free of charge.

5. *Who Are the Attorneys Representing the Parties?*

Attorneys for Plaintiff and the Class	Attorneys for Chedraui USA, Inc.
ROBINSON DI LANDO **A Professional Law Corporation** Michael C. Robinson, Jr. Orion S. Robinson 801 South Grand Avenue, Suite 500 Los Angeles, CA 90017 Telephone: (213) 229-0100 Facsimile: (213) 229-0114 E-mails: mrobinson@rdwlaw.com; orobinson@rdwlaw.com	**LATHROP GPM, LLP** Laura Reathaford 2049 Century Park East, Suite 3500S Los Angeles, California 90067 Telephone: (310) 789-4600 Facsimile: (310) 789-4601

The Court has decided that Robinson Di Lando is qualified to represent you and all other Class Members simultaneously. As part of this settlement, Plaintiff's Counsel is working on your behalf. If you want your own attorney, you may hire one at your own cost.

6. *What Are My Options?*

The purpose of this Notice is to inform you of the proposed Settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below and explained in more detail in this Notice.

<u>Important Note</u>: Chedraui will not retaliate against you in any way for either participating or not participating in this Settlement.

- **DO NOTHING:** If you do nothing and the Court grants final approval of the Settlement, you will become part of this lawsuit and will receive an Individual Settlement Share based on the total number of workweeks you were employed as a hourly-paid or non-exempt employee in California during the Release Period. You will release all of the Released Claims, as defined in Section No. 9 below, and you will give up your right to pursue the Released Claims, as defined in Section No. 9 below.

- **OPT OUT:** If you do not want to participate as a Class Member, you may "opt out," which will remove you from the Class and this Action. If the Court grants final approval of the Settlement, you will not receive an Individual Settlement Share and you will not give up the right to sue the Released Parties, including Chedraui, for any the Released Claims as defined in Section No. 9 below.

- **OBJECT:** You may file a legal objection to the proposed settlement. If you would like to object, you may not opt out of this Settlement.

The procedures for opting out and objecting are set forth below in the sections entitled "How Do I Opt Out or Exclude Myself From This Settlement" and "How Do I Object To The Settlement?"

7. How Do I Opt Out Or Exclude Myself From This Settlement?

If you do not wish to participate in the Settlement, you may be excluded (i.e., "opt out") by sending a timely written Request for Exclusion request that contains your full name and current address, also contain a signed statement in substantially the same form as follows: "Please exclude me from the proposed class in the Morfin-Gomez v. Chedraui USA, Inc." litigation." If you opt out of the Settlement, you will not be releasing the claims set forth in Question 9. The Request for Exclusion request must be signed, dated and mailed by First Class U.S. Mail, postmarked no later than ________, 2025 to: *Morfin Gomez v. Chedraui USA, Inc*. Settlement Administrator c/o Phoenix Class Action Administration Solutions.

The Court will exclude any Class Member who submits a complete and timely Request for Exclusion as described in the paragraph above. Request for Exclusion requests that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective. Any Class Member who fails to submit a valid and timely Request for Exclusion request on or before the above-specified deadline shall be bound by all terms of the Settlement, release and any Judgment entered in the Action if the Settlement receives final approval from the Court.

8. How Do I Object To The Settlement?

If you are a Class Member who does not opt out of the Settlement, you may object to the Settlement, personally or through an attorney, by mailing it to the Settlement Administrator at Morfin Gomez v. Chedraui USA, Inc. Settlement Administrator c/o Phoenix Class Action Administration Solutions. by ______, 2025. To object you must submit a written statement objecting to the Settlement, proposed Class, or any portion thereof, and setting forth the specific grounds for the objection. The statement also will indicate whether the you intend to appear and object to the Settlement at the Final Approval Hearing. If you do not file and serve an objection in the manner and by the deadline specified above or appear at the Final Approval Hearing and object you will be deemed to have waived all objections and will be foreclosed from making any objections to the Settlement, whether by appeal or otherwise.

If the Court rejects the Notice of Objection, the Class Member will receive an Individual Settlement Share and will be bound by the terms of the Settlement.

9. How Does This Settlement Affect My Rights? What are the Released Claims?

If the proposed Settlement is approved by the Court, a Final Judgment will be entered by the Court. All Class Members who do not validly opt out of the Settlement will be bound by the Court's Final Judgment and will fully release and discharge Chedraui, Defendant, and any of its past, present, and future parents, affiliates, subsidiaries, divisions, predecessors, successors, and assigns, and each of their officers, directors, board members, trustees, shareholders, employees, agents, attorneys, auditors, accountants, experts, contractors, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on their behalf. ("Released Parties") from the Released Claims. The Released Claims are as follows:

A. Released Claims.

2. **Release by Settlement Class Members and Plaintiff**:

Settlement Class members will release all claims, demands, rights, liabilities, causes of action, and issues of any kind or nature whatsoever that were pled and/or alleged in the Complaint filed in the Lawsuit, or which could have been pled in the Complaint in the Lawsuit through the date of preliminary approval based on the factual allegations therein, that arose during the Class Period ("Released Claims"), including without limitation with respect to the following claims:

(a) failure to pay all wages due, including overtime and premium pay, in violation of Labor Code §§ 200-210, 212, 216, 222.5, 227.3, 246, 350, 351, 510, 558, 558.1, 1182.12, 1185, 1194, 1194.2, 1197, 1197.5, 1199, and 98.6 and any California Wage Order; (b) failure provide meal periods, or premium pay for non-compliant meal periods in violation of Labor Code §§ 226.7, 512, 1198 and the applicable IWC Wage Order; (c) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods in violation of Labor Code §§ 226.7, 512, 1198 and the applicable IWC Wage Order; (d) failure to pay all wages owed upon termination in violation of Labor Code §§ 201-203, 227.3 and 256; (e) failure to furnish accurate itemized wage statements in violation of Labor Code §§ 226, 226.3, and 226.6; (f) failure to provide personnel files in violation of Labor Code §432, 1174, 1174.5, 1182.12, 1185, 1198.5; (g) failure to reimburse business expenses in violation of Labor Code §§ 2800 and 2802; (h) penalties pursuant to Labor Code §§ 2698, *et seq*. relating to the violations of the above and including but not limited to alleged violations of Labor Code §§ 96, 98.6, 200-210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, 256 et seq., 432, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2810.5 and all applicable Wage Orders; along with claims for a failure to comply with the requirements of Labor Code §§ 432.5 and 432.7, a failure to comply with the notice requirements of Labor Code §2810.5, attorneys' fees under Labor Code § 218.5 and 218.6; and (m) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above.

(b) It is understood and acknowledged that all persons who are employed or have been employed by Defendant in California as non-exempt employees at any time during the time period from June 27, 2021 through Preliminary Approval (the "PAGA Period"), will be issued a check for their share of the PAGA penalties payable to aggrieved employees, regardless of whether they submit a timely Request for Exclusion from the Settlement. All PAGA aggrieved employees shall be deemed to have released all claims for civil penalties under the PAGA against the Released Parties with respect to the underlying claims pled in the operative Complaint in the Action or Plaintiff's letter to the California Labor and Workforce

Development Agency dated March 28 2023, or which could have been pled in the operative Complaint in the Action based on the factual allegations therein, that arose during the PAGA Period (the "PAGA Released Claims")

10. How Much Can I Expect to Receive From This Settlement?

The total maximum amount that Chedraui could be required to pay under this Agreement shall be $500,000.00 ("Gross Fund Value" or "GFV"). The employer's share of payroll taxes on the wage portion of the settlement shall be a separate obligation of Defendant.

The "Net Fund Value" or "NFV" means the portion of the Gross Fund Value available for distribution to Class Members after the deduction of (1) the Class Representative Enhancement Payment to the Plaintiff in an amount up to $12,000.00 for prosecution of the Action, risks undertaken for the payment of attorneys' fees and costs, and a general release of all claims; (2) the Settlement Administration Costs to the Settlement Administrator, Phoenix Class Action Administration Solutions, [insert address], CA 9xxx but not to exceed $70,000; (3) a PAGA payment of $50,000 (75% of which or $37,500,000 will be allocated to the Labor Code Private Attorney General Act of 2004 claims) to the California Labor Workforce Development Agency ("LWDA") and twenty-five percent (25%) ($12,500) of the PAGA Payment shall be part of the Net Fund Value distributed to Participating Class Members; (4) payment to Class Counsel for Class Counsel fees in an amount not to exceed $175,000.00 for attorneys' fees; and (5) payment to Class Counsel of Class Counsel Expenses in an amount not to exceed $25,000 for litigation costs. All of these payments are subject to court approval.

After deducting the above-referenced items, the remaining Net Fund Value, will be proportionately distributed amongst all Class Members who have not opted out. The Settlement Administrator will calculate the Individual Settlement Payments for Settlement Class Members. Individual Settlement Payments shall be calculated and apportioned from the NFV based on the number of workweeks the Class Members worked in the Class Period. The Settlement Administrator shall calculate the aggregate number of workweeks for all members during the Class Period. The equation for calculation of each Settlement Class Members' share is as follows:

The value of each workweek shall be determined by dividing the NFV by the total combined number of workweeks ("Workweek Value"). The estimated amount that each Settlement Class Member is entitled to be paid will then be calculated by multiplying the total number of his or her workweeks received by the Workweek Value.

Although your exact share of the Net Fund Value cannot be precisely calculated until after the time during which individuals may object or seek exclusion from the Settlement concludes, based upon the calculation above, your approximate share of the Net Fund Value, is as follows: $<<estAmount>>, less tax withholdings customarily made from employee's wages. This is based on Chedraui's records which show you worked <<workweeks>> workweeks during the Release Period.

If you believe the number of workweeks records are incorrect, you may provide documentation and/or an explanation to show contrary information to the Settlement Administrator at Morfin Gomez v. Chedraui USA, Inc. Settlement Administrator c/o Phoenix ., [insert address] CA 9xxxx on or before ______, 2025.

Thirty-three percent (33%) of your Individual Settlement Share will be treated as unpaid wages. Applicable taxes will be withheld from the wages portion of your Individual Settlement Share only and reported on an

IRS Form W-2. The remaining sixty-seven percent (67%) of your Individual Settlement Payment will be treated as penalties and interest and will be paid pursuant to an IRS Form 1099.

It is strongly recommended that upon receipt of your Individual Settlement Payment check, you immediately cash it or cash it before the 180-day void date shown on each check. If any checks remain uncashed or not deposited by the expiration of the 180-day period after mailing, the Settlement Administrator will pay the State Controller's Office in accordance with California Unclaimed Property Law so that the Settlement Class Member will have his or her Individual Settlement Share available to him or her per the applicable claim procedure to request that money from the State of California.

11. How Will the Attorneys for the Class and the Class Representative Be Paid?

The attorneys for Plaintiff and the Class will be paid from the Gross Fund Value. Subject to Court approval, the attorneys for Plaintiff and the Class shall be paid an amount not to exceed 35% of the Gross Fund Value (or $175,000.00) for attorney fees and up to $25,000.00 for litigation costs.

Chedraui has paid all of its own attorneys' fees and costs.

As set forth in Section No. 10 above, the Plaintiff will also be paid a Class Representative Enhancement Payment, subject to Court approval.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class Counsel listed above, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Chedraui class action settlement.

This Notice does not contain all of the terms of the proposed Settlement or all of the details of these proceedings. For more detailed information, you may refer to the underlying documents and papers on file with the Court at Los Angeles County Superior Court at 111 N. Hill Street, Los Angeles, CA 90011, between 8:30 a.m. and 4:00 p.m.

You may also contact Plaintiff's counsel, whose contact information is above, and they will provide you with a copy of the Settlement documents or case documents free of charge.

PLEASE DO NOT TELEPHONE THE COURT OR COURT'S CLERK FOR INFORMATION ABOUT THIS SETTLEMENT.

<<EmployeeName>> ID: <<ID>>

TRIBUNAL SUPERIOR DE CALIFORNIA, CONDADO DE LOS ÁNGELES
Maria Morfin Gomez, et al. v. Chedraui USA, Inc.
Caso No. 23STCV13308

NOTIFICACIÓN DE ACUERDO DE DEMANDA COLECTIVA

Un tribunal autorizó este aviso. Esto no es una solicitud.
Esto no es una Demanda en su contra y usted no está siendo Demandado.
Sin embargo, sus derechos legales se ven afectados dependiendo de si actúa o no actúa.

PARA: **Todos los empleados actuales y anteriores no exentos del Demandado que trabajaron para y/o prestaron servicios al Demandado (o a cualquiera de sus afiliadas directas) en California en cualquier momento desde el 26 de junio de 2021 hasta [insert date].**

El Tribunal Superior de California, Condado de Los Ángeles, ha otorgado la aprobación preliminar a un Acuerdo propuesto ("Acuerdo") en la Demanda mencionada anteriormente ("Demanda Colectiva"). Debido a que sus derechos pueden verse afectados por este Acuerdo, es importante que lea cuidadosamente este Aviso de Acuerdo de Demanda Colectiva ("Aviso").

El Tribunal ha certificado la siguiente Clase para fines de Acuerdo ("Clase" o "Miembros de la Clase"):

> Todos los empleados actuales y anteriores no exentos del Demandado que trabajaron para y/o prestaron servicios al Demandado (o a cualquiera de sus afiliadas directas) en California en cualquier momento desde el 27 de junio de 2021 hasta la fecha en que el Tribunal emita la orden otorgando la aprobación preliminar.

El propósito de este Aviso es proporcionar una descripción breve de las reclamaciones alegadas en la Demanda Colectiva, los términos clave del Acuerdo y sus derechos y opciones con respecto al Acuerdo.

USTED PUEDE TENER DERECHO A RECIBIR DINERO EN VIRTUD DEL ACUERDO PROPUESTO DE DEMANDA COLECTIVA. POR FAVOR LEA ESTE AVISO DETENIDAMENTE; LE INFORMA SOBRE SUS DERECHOS LEGALES. QUÉ INFORMACIÓN CONTIENE ESTE AVISO

QUÉ INFORMACIÓN CONTIENE ESTE AVISO

1. ¿Por Qué he Recibido una Notificación?

Los registros de Chedraui USA, Inc. ("Chedraui") (anteriormente conocida como Bodega Latina Corporation) indican que usted puede ser un Miembro de la Clase. El Acuerdo resolverá todas las Reclamaciones Liberadas de los Miembros de la Clase, como se describe a continuación, desde el 26 de junio de 2021 hasta la fecha de aprobación final en caso de que el caso se resuelva en una fecha posterior (el "Período de Liberación"). Usted es miembro de la Clase si fue empleado por el Demandado en el Estado de California como empleado remunerado por hora o no exento en cualquier momento durante el período comprendido entre el 26 de junio de 2021 y XXXX.

Se llevó a cabo una Audiencia de Aprobación Preliminar el XXXX de 2025 en el Tribunal Superior de California, Condado de Los Ángeles. El Tribunal certificó condicionalmente la Clase únicamente para fines del Acuerdo y ordenó que se le enviara este Aviso.

El Tribunal ha determinado únicamente que existe evidencia suficiente para sugerir que el Acuerdo propuesto podría ser justo, adecuado y razonable, y que cualquier determinación final sobre esos asuntos se realizará en la Audiencia Final de Equidad.

El Tribunal llevará a cabo una Audiencia Final de Equidad sobre el Acuerdo propuesto el __________ de 2025 a las 8:30 a.m. en el Departamento 12, ante la Jueza Carolyn B. Kuhl, ubicada en el Tribunal Superior del Condado de Los Ángeles, 111 N. Hill Street, Los Ángeles, CA 90012.

2. ¿De qué trata el caso?

La Demanda titulada *Maria Morfin Gomez, et al. v. Chedraui USA, Inc.* fue iniciada por la Demandante Maria Morfin Gomez en el Tribunal Superior del Condado de Los Ángeles (Número de Caso 23STCV13308) como una Demanda Colectiva presunta.

La acción de la Demandante contra Chedraui busca daños y perjuicios, restitución, sanciones, intereses, costos y honorarios de abogados, y otros remedios basados en las siguientes causas de acción alegadas: (i) no pago de salarios por horas extras; (ii) no pago de salarios mínimos; (iii) no proporcionar períodos de comida o el pago de una prima por períodos de comida no conformes; (iv) no autorizar ni permitir todos los períodos de descanso, ni pagar una prima por los períodos de descanso no conformes; (v) no pagar todos los salarios adeudados al momento de la terminación; (vi) no proporcionar recibos de sueldo detallados y precisos; (vii) no cumplir con la Sección 226(C) del Código Laboral; (viii) no proporcionar los expedientes del personal; (ix) no reembolsar gastos de negocios; (x) violaciones del Código de Negocios y Profesiones de California §§ 17200 y siguientes; y (xi) sanciones civiles bajo la Ley del Fiscal General Privado (PAGA, por sus siglas en inglés). Como resultado de las presuntas violaciones anteriores, la Demandante sostiene que el Demandado es responsable ante la Demandante y la Clase de la Transacción (definida a continuación) por haber incurrido en prácticas comerciales ilegales.

El Tribunal no ha hecho ninguna determinación respecto a si las reclamaciones presentadas por la Demandante tienen algún fundamento.

En otras palabras, el Tribunal no ha determinado si se han violado leyes, ni ha fallado a favor de la Demandante o de Chedraui; en cambio, ambas partes acordaron resolver la Demanda sin una decisión ni admisión de quién tiene la razón o está equivocado. Al acordar resolver la Demanda, todas las partes evitan los riesgos y costos de un juicio.

Chedraui niega expresamente haber hecho algo incorrecto o haber violado la ley, y además niega toda responsabilidad ante la Demandante o ante la Clase.

3. ¿Soy un Miembro de la Clase?

Usted es un Miembro de la Clase si actualmente es o fue un empleado remunerado por hora o no exento, empleado por el Demandado dentro del Estado de California en cualquier momento desde el 26 de junio de 2021 hasta ____________, 2025.

4. ¿Cómo Funciona Este Acuerdo de Demanda Colectiva?

En esta Demanda, la Demandante demandó en nombre propio y de todos los demás empleados en situación similar. La Demandante y estos otros empleados actuales y anteriores constituyen una "Clase" y son "Miembros de la Clase" para fines del Acuerdo. La resolución de esta Demanda mediante el Acuerdo resuelve las Reclamaciones Liberadas de todos los Miembros de la Clase, excepto aquellos que se excluyan de la Clase solicitando ser excluidos en la forma que se indica a continuación.

La Demandante y el Abogado de la Clase consideran que el Acuerdo es justo y razonable. El Tribunal también debe revisar los términos del Acuerdo y determinar si es justo y razonable para la Clase. El expediente del Tribunal contiene los documentos del Acuerdo, los cuales explican el Acuerdo con mayor detalle. Si desea copias de los documentos del Acuerdo, puede comunicarse con el abogado de la Demandante, cuya información de contacto se encuentra a continuación, y ellos le proporcionarán una copia sin costo alguno.

5. ¿Quienes son los Abogados Representando las Partes?

Abogados para la Demandante y la Clase	**Abogados para Chedraui USA, Inc.**
ROBINSON DI LANDO **A Professional Law Corporation** Michael C. Robinson, Jr. Orion S. Robinson 801 South Grand Avenue, Suite 500 Los Angeles, CA 90017 Teléfono: (213) 229-0100 Fax: (213) 229-0114 Correos: mrobinson@rdwlaw.com; orobinson@rdwlaw.com	**LATHROP GPM, LLP** Laura Reathaford 2049 Century Park East, Suite 3500S Los Angeles, California 90067 Teléfono: (310) 789-4600 Fax: (310) 789-4601

El Tribunal ha determinado que Robinson Di Lando está calificado para representarlo a usted y a todos los demás Miembros de la Clase simultáneamente. Como parte de este Acuerdo, el Abogado de la Demandante está trabajando en su nombre. Si desea tener su propio abogado, puede contratar uno por su cuenta y a su propio costo.

6. ¿Cuáles son mis Opciones?

El propósito de este Aviso es informarle sobre el Acuerdo propuesto y sus opciones. Cada opción tiene sus consecuencias, las cuales debe comprender antes de tomar una decisión. Sus derechos respecto a cada opción, y los pasos que debe seguir para seleccionar cada una, se resumen a continuación y se explican con más detalle en este Aviso.

Nota Importante: **Chedraui no tomará represalias en su contra de ninguna manera por participar o no participar en este Acuerdo.**

- **NO HACER NADA:** Si no hace nada y el Tribunal otorga la aprobación final del Acuerdo, usted pasará a formar parte de esta Demanda y recibirá una Parte del Acuerdo Individual basada en el número total de semanas laborales en las que fue empleado como trabajador remunerado por hora o no exento en California durante el Período de Liberación. Usted liberará todas las Reclamaciones Liberadas, tal como se definen en la Sección N.º 9 a continuación, y renunciará a su derecho de ejercer cualquier acción por dichas Reclamaciones Liberadas, tal como se definen en la Sección N.º 9 a continuación.

- **EXCLUIRSE:** Si no desea participar como Miembro de la Clase, puede "excluirse", lo que lo removerá de la Clase y de esta Demanda. Si el Tribunal otorga la aprobación final del Acuerdo, no recibirá una Parte del Acuerdo Individual y no renunciará a su derecho de Demandar a las Partes Liberadas, incluyendo a Chedraui, por cualquiera de las Reclamaciones Liberadas tal como se definen en la Sección N.º 9 a continuación.

- **OBJETAR:** Puede presentar una objeción legal al Acuerdo propuesto. Si desea objetar, no podrá excluirse de este Acuerdo.

Los procedimientos para excluirse y para objetar se indican a continuación en las secciones tituladas "¿Cómo Me Excluyo o Me Excluyo de Este Acuerdo?" y "¿Cómo Presento Una Objeción al Acuerdo?"

7. ¿Cómo me Excluyo de Este Acuerdo?

Si no desea participar en el Acuerdo, puede ser excluido (es decir, "optar por excluirse") enviando una Solicitud de Exclusión por escrito de manera oportuna, la cual debe contener su nombre completo y dirección actual, así como una declaración firmada en una forma sustancialmente similar a la siguiente: "Por favor exclúyanme de la Clase propuesta en el litigio Morfin-Gomez v. Chedraui USA, Inc." Si usted se excluye del Acuerdo, no estará renunciando a las reclamaciones establecidas en la Pregunta 9. La Solicitud de Exclusión debe estar firmada, fechada y enviada por correo de Primera Clase de los EE. UU., con matasellos no posterior al __________ de 2025 a: Administrador del Acuerdo de Morfin Gomez v. Chedraui USA, Inc., c/o Phoenix Class Action Administration Solutions.

El Tribunal excluirá a cualquier Miembro de la Clase que presente una Solicitud de Exclusión completa y oportuna, según se describe en el párrafo anterior. Las Solicitudes de Exclusión que no incluyan toda la información requerida y/o que no se presenten de forma oportuna se considerarán nulas, inválidas e ineficaces. Cualquier Miembro de la Clase que no presente una Solicitud de Exclusión válida y oportuna en o antes del plazo mencionado anteriormente quedará obligado por todos los términos del Acuerdo, la liberación y cualquier Sentencia dictada en la Demanda si el Acuerdo recibe la aprobación final del Tribunal.

8. ¿Cómo Objeto el Acuerdo?

Si usted es un Miembro de la Clase que no se excluye del Acuerdo, puede objetar el Acuerdo, ya sea personalmente o a través de un abogado, enviando su objeción por correo al Administrador del Acuerdo a la siguiente dirección: Morfin Gomez v. Chedraui USA, Inc. Administrador del Acuerdo c/o Phoenix Class

Action Administration Solutions, a más tardar el __________ de 2025. Para objetar, usted debe presentar una declaración por escrito en la que exprese su objeción al Acuerdo, a la Clase propuesta o a cualquier parte de los mismos, y exponer los fundamentos específicos de la objeción. La declaración también deberá indicar si usted tiene la intención de presentarse y objetar el Acuerdo en la Audiencia de Aprobación Final. Si usted no presenta y notifica una objeción de la manera y dentro del plazo especificado anteriormente, o no se presenta en la Audiencia de Aprobación Final para objetar, se considerará que ha renunciado a todas las objeciones y se le impedirá presentar cualquier objeción al Acuerdo, ya sea mediante apelación o por cualquier otro medio.

Si el Tribunal rechaza el Aviso de Objeción, el Miembro de la Clase recibirá una Parte del Acuerdo Individual y quedará sujeto a los términos del Acuerdo.

9. ¿Cómo Afecta Este Acuerdo Mis Derechos? ¿Cuáles Son las Reclamaciones Liberadas?

Si el Acuerdo propuesto es aprobado por el Tribunal, el Tribunal dictará una Sentencia Final. Todos los Miembros de la Clase que no se excluyan válidamente del Acuerdo estarán obligados por la Sentencia Final del Tribunal y liberarán y exonerarán completamente a Chedraui, al Demandado, y a cualquiera de sus empresas matrices, afiliadas, subsidiarias, divisiones, antecesores, sucesores y cesionarios, pasados, presentes y futuros, y a cada uno de sus funcionarios, directores, miembros del consejo, fideicomisarios, accionistas, empleados, agentes, abogados, auditores, contadores, expertos, contratistas, tenedores de acciones, representantes, socios, aseguradoras, reaseguradoras y demás personas que actúen en su nombre ("Partes Liberadas") de las Reclamaciones Liberadas. Las Reclamaciones Liberadas son las siguientes:

A. Reclamaciones Liberadas

2. **Liberación por parte de los Miembros de la Clase del Acuerdo y de la Demandante:**

Liberación por parte de los Miembros de la Clase del Acuerdo y de la Demandante: Los miembros de la Clase del Acuerdo liberarán todas las reclamaciones, Demandas, derechos, responsabilidades, causas de acción y cuestiones de cualquier tipo o naturaleza que hayan sido alegadas y/o reclamadas en la Demanda presentada en el Juicio, o que podrían haber sido alegadas en la Demanda del Juicio hasta la fecha de la aprobación preliminar con base en las alegaciones fácticas contenidas en la misma, que surgieron durante el Período de la Clase ("Reclamaciones Liberadas"), incluyendo, sin limitación, las siguientes reclamaciones:

(a) incumplimiento en el pago de todos los salarios adeudados, incluyendo pago de horas extras y pago por prima, en violación de las Secciones del Código Laboral §§ 200-210, 212, 216, 222.5, 227.3, 246, 350, 351, 510, 558, 558.1, 1182.12, 1185, 1194, 1194.2, 1197, 1197.5, 1199 y 98.6 y cualquier Orden Salarial de California; (b) incumplimiento en proporcionar períodos de comida, o el pago de prima por períodos de comida no conformes en violación de las Secciones del Código Laboral §§ 226.7, 512, 1198 y la Orden Salarial aplicable de la IWC; (c) incumplimiento en autorizar y permitir períodos de descanso, o el pago de prima por períodos de descanso no conformes en violación de las Secciones del Código Laboral §§ 226.7, 512, 1198 y la Orden Salarial aplicable de la IWC; (d) incumplimiento en el pago de todos los salarios adeudados al momento de la terminación en violación de las Secciones del Código Laboral §§ 201-203, 227.3 y 256; (e) incumplimiento en proporcionar recibos de salario detallados y precisos en violación de las Secciones del Código Laboral §§ 226, 226.3 y 226.6; (f) incumplimiento en proporcionar expedientes personales en violación de las Secciones del Código Laboral §§ 432, 1174, 1174.5, 1182.12, 1185, 1198.5; (g) incumplimiento en el reembolso de gastos de trabajo en violación de las Secciones del Código Laboral §§ 2800 y 2802; (h) sanciones conforme a las Secciones del Código Laboral §§ 2698 y siguientes en relación con las violaciones mencionadas anteriormente e incluyendo, sin limitarse a, las supuestas violaciones de las Secciones del Código Laboral §§ 96, 98.6, 200-210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, 256 y siguientes, 432, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2802, 2810.5 y todas las Órdenes Salariales aplicables; junto con reclamaciones por incumplimiento en el cumplimiento de los requisitos de las Secciones del Código Laboral §§ 432.5 y 432.7, incumplimiento en el cumplimiento de los requisitos de notificación de la Sección 2810.5 del Código Laboral, honorarios de abogados conforme a las Secciones del Código Laboral §§ 218.5 y 218.6; y (m) todas las reclamaciones por prácticas comerciales desleales que podrían haberse fundamentado en los hechos, reclamaciones, causas de acción o teorías legales descritas anteriormente.

(b) Se entiende y reconoce que todas las personas que estén o hayan estado empleadas por el Demandado en California como empleados no exentos en cualquier momento durante el período comprendido desde el 27 de junio de 2021 hasta la Aprobación Preliminar (el “Período PAGA”), recibirán un cheque por su parte correspondiente de las sanciones PAGA pagaderas a los empleados agraviados, independientemente de si presentan una Solicitud de Exclusión del Acuerdo de manera oportuna. Todos los empleados agraviados conforme a PAGA se considerarán como si hubieran liberado todas las reclamaciones por sanciones civiles conforme a PAGA contra las Partes Liberadas con respecto a las reclamaciones subyacentes alegadas en la Demanda vigente en la Demanda o en la carta de la Demandante a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California con fecha del 28 de marzo de 2023, o que podrían haberse alegado en la Demanda vigente en la Demanda con base en las alegaciones fácticas contenidas en la misma, que surgieron durante el Período PAGA (“Reclamaciones PAGA Liberadas”).

10. ¿Cuánto puedo esperar recibir de este Acuerdo?

El monto total máximo que Chedraui podría estar obligado a pagar bajo este Acuerdo será de $500,000.00 (“Valor Bruto del Fondo” o “GFV”, por sus siglas en inglés). La parte correspondiente al empleador de los impuestos sobre la nómina aplicables a la porción salarial del Acuerdo será una obligación separada del Demandado.

El “Valor Neto del Fondo” o “NFV”, por sus siglas en inglés, se refiere a la parte del Valor Bruto del Fondo disponible para distribuir entre los Miembros de la Clase después de deducir: (1) el Pago de Incentivo al Representante de la Clase a la Demandante por un monto de hasta $12,000.00 por la prosecución de la Demanda, los riesgos asumidos respecto al pago de honorarios y costos legales, y una liberación general de todas las reclamaciones; (2) los Costos de Administración del Acuerdo al Administrador del Acuerdo, Phoenix Class Action Administration Solutions, [insert address], CA 9xxx, sin exceder $70,000; (3) un pago PAGA de $50,000 (del cual el 75% o $37,500 será asignado a la Agencia de Desarrollo Laboral de California [“LWDA”] para las reclamaciones conforme a la Ley de Abogados Generales Privados del Código Laboral de 2004, y el 25% restante [$12,500] será parte del Valor Neto del Fondo distribuido entre los Miembros de la Clase Participantes); (4) el pago a los Abogados de la Clase de honorarios legales por un monto no mayor a $175,000.00; y (5) el pago a los Abogados de la Clase de Gastos Legales por un monto no mayor a $25,000. Todos estos pagos están sujetos a la aprobación del tribunal.

Después de deducir los elementos anteriormente mencionados, el Valor Neto del Fondo restante será distribuido proporcionalmente entre todos los Miembros de la Clase que no se hayan excluido del Acuerdo. El Administrador del Acuerdo calculará los Pagos Individuales de Acuerdo para los Miembros de la Clase del Acuerdo. Los Pagos Individuales del Acuerdo serán calculados y distribuidos desde el NFV con base en el número de semanas laborales que los Miembros de la Clase trabajaron durante el Período de la Clase. El

Administrador calculará el número total de semanas laborales trabajadas por todos los miembros durante dicho período. La fórmula para calcular la parte de cada Miembro de la Clase es la siguiente:

El valor de cada semana laboral se determinará dividiendo el NFV entre el número total combinado de semanas laborales ("Valor por Semana Laboral"). La cantidad estimada que cada Miembro de la Clase del Acuerdo tiene derecho a recibir será calculada multiplicando el número total de sus semanas laborales por el Valor por Semana Laboral.

Aunque su parte exacta del Valor Neto del Fondo no se puede calcular con precisión hasta que concluya el período durante el cual las personas pueden objetar o solicitar su exclusión del Acuerdo, con base en el cálculo anterior, su parte aproximada del Valor Neto del Fondo es la siguiente: $<<estAmount>>, menos las retenciones fiscales habituales aplicables a los salarios de los empleados. Esto se basa en los registros de Chedraui, los cuales muestran que usted trabajó <<workweeks>> semanas durante el Período de Liberación.

Si usted considera que el número de semanas laborales registrado es incorrecto, puede proporcionar documentación y/o una explicación que demuestre lo contrario al Administrador del Acuerdo en Morfin Gomez v. Chedraui USA, Inc. Settlement Administrator, a nombre de Settlement Administrator c/o Phoenix ., [insert address] CA 9xxxx a mastardar el____, 2025.

El treinta y tres por ciento (33%) de su Parte Individual del Acuerdo será considerado como salarios no pagados. Los impuestos aplicables serán retenidos únicamente de la porción correspondiente a salarios de su Parte Individual del Acuerdo y se reportarán en un Formulario W-2 del IRS. El sesenta y siete por ciento (67%) restante de su Pago Individual del Acuerdo será tratado como sanciones e intereses y será pagado conforme a un Formulario 1099 del IRS.

Se recomienda encarecidamente que, al recibir su cheque de Pago Individual del Acuerdo, lo cobre de inmediato o antes de la fecha de vencimiento de 180 días que aparece en cada cheque. Si algún cheque permanece sin cobrarse o sin depositarse al finalizar el período de 180 días posteriores al envío por correo, el Administrador del Acuerdo entregará dichos fondos a la Oficina del Contralor del Estado conforme a la Ley de Propiedad No Reclamada de California, de modo que el Miembro de la Clase del Acuerdo tendrá su Parte Individual del Acuerdo disponible para solicitarla al Estado de California conforme al procedimiento aplicable.

11. ¿Cómo se les pagará a los Abogados de la Clase al Representante de la Clase?

Los abogados de la Demandante y de la Clase serán pagados a partir del Valor Bruto del Fondo. Sujeto a la aprobación del Tribunal, los abogados de la Demandante y de la Clase recibirán un monto que no exceda el 35% del Valor Bruto del Fondo (o $175,000.00) por concepto de honorarios legales y hasta $25,000.00 por costos de litigio.

Chedraui ha pagado todos sus propios honorarios y costos legales.

Según lo establecido en la Sección No. 10 anterior, también se le pagará a la Demandante un Pago de Incentivo como Representante de la Clase, sujeto a la aprobación del Tribunal.

SI NECESITA MÁS INFORMACIÓN O TIENE PREGUNTAS, puede comunicarse con los Abogados de la Clase mencionados anteriormente, o con el Administrador del Acuerdo al número de teléfono gratuito que se indica a continuación. Por favor refiérase al Acuerdo colectivo de acción de Clase de Chedraui.

Este Aviso no contiene todos los términos del Acuerdo propuesto ni todos los detalles de este procedimiento. Para obtener información más detallada, puede consultar los documentos y expedientes presentados ante el Tribunal en la Corte Superior del Condado de Los Ángeles, ubicada en 111 N. Hill Street, Los Ángeles, CA 90011, entre las 8:30 a. m. y las 4:00 p. m.

También puede comunicarse con el abogado de la Demandante, cuya información de contacto se encuentra más arriba, y ellos le proporcionarán una copia de los documentos del Acuerdo o documentos del caso sin costo alguno.

POR FAVOR NO LLAME AL TRIBUNAL NI AL SECRETARIO DEL TRIBUNAL PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO.

PROOF OF SERVICE

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 and not a party to the within action; my business address is LATHROP GPM LLP, 2049 Century Park East, Suite 3500S, Los Angeles, California 90067.

On April 23, 2025, I served the foregoing document(s): **SUBMISSION OF AMENDED SETTLEMENT AGREEMENT IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL** on the interested parties in this action addressed and sent as follows:

Michael C. Robinson, Jr., Esq. Orion S. Robinson, Esq. Wenguang Bi, Esq. **ROBINSON DI LANDO, APC** 801 S. Grand Avenue, Suite 500 Los Angeles, CA 90017 Tel: 213-229-0100 Fax: 213-229-0114 mrobinson@rdwlaw.com orobinson@rdwlaw.com wbi@rdwlaw.com	***Attorneys for Plaintiff*** ***MARIA MORFIN GOMEZ***

☒ **BY MAIL:** I caused such envelope(s) to be deposited in the mail at Los Angeles, California with postage thereon fully prepaid to the office or home of the addressee(s) as indicated. I am "readily familiar" with this firm's practice of collection and processing documents for mailing. It is deposited with the U.S. Postal Service on that same day, with postage fully prepaid, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.

☒ **VIA EMAIL:** By transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the email address(es) set forth above.

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

Executed on April 23, 2025, at Los Angeles, California.

Kris Trecartin

KRIS TRECARTIN