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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

SOMALIA GOODWIN and JOHN A. MCGEHEE, On behalf of the general public as private attorney general,

Plaintiffs,

v.

SAVE MART SUPERMARKETS, LLC, a California Limited Liability Company; and DOES 1-100, inclusive,

Defendants.

Case No.: (Lead) STK-CV-UOE-2023-2062; SCV-273343 (MCGEHEE class action) filed in Sonoma County; SCV-273793 (MCGEHEE PAGA action) filed in Sonoma county

DECLARATION OF STACEY SHIM ON BEHALF OF APEX CLASS ACTION, LLC, IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: August 26, 2025
Time: 9:00 a.m.
Dept.: 10D

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Attorneys for Plaintiff DUSTIN JOHNSON

I, Stacey Shim, declare as follows:

1. I am a resident of the United States of America and am over the age of 18. I am a Project Manager for Apex Class Action, LLC, (hereinafter referred to as "Apex"), the professional settlement services provider who has been retained by the Parties' Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned *Goodwin, et al. v. Save Mart Supermarkets, LLC,* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally acquainted with the information contained herein, and in the event of being summoned to provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

2. Apex Class Action's team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. Apex was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and claims administration, pursuant to the terms of the Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing the *Court Approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval*, in English (referred to as "Notice Packet"); (b) receiving and processing requests for exclusion; (c) resolving disputes among Settlement Class Members regarding the number of workweeks recorded by Defendants during the Class Period, as stated on their individualized Notice Packet; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds pursuant to the terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

4. On April 8, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content for the Notice Packet. Apex then generated a draft of the formatted Notice Packet, which received approval from the Parties' Counsel before being mailed.

5. On April 16, 2025, Counsel for the Defendant provided Apex with the class data file, comprising the names, social security numbers, last known mailing addresses, and the total number of relevant workweeks worked by each Settlement Class Member ("Class List"). The Class List was successfully uploaded to our database, where it underwent a thorough review to identify any duplicates or potential inconsistencies. The Class List consisted of a total of 25,000 individuals.

6. In preparation for the mailing process, all 25,000 names and addresses listed in the Class List underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Notice Packet. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Notice Packet. However, in cases where no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

7. On May 28, 2025, The Notice Packet was sent to all 25,000 individuals listed in the Class List using U.S First Class Mail. A copy of the mailed Notice Packet is attached hereto as **Exhibit A**.

8. As of the date of this declaration, our office has received 1,884 returned Notice Packets as undeliverable. Apex conducted a computerized skip trace on the 1,884 returned Notice Packets in order to acquire updated addresses for the purpose of re-mailing the Notice Packet. This skip trace effort resulted in obtaining 1,498 updated addresses, to which we promptly re-mailed the Notice Packets via U.S First Class Mail.

9. As of the date of this declaration, there have been 1,498 Notice Packets re-mailed as a result of Apex's skip-tracing efforts.

10. As of the date of this declaration, 386 Notice Packets have been considered undeliverable as no updated address was found despite conducting skip tracing.

11. As of the date of this declaration, Apex has received 3 requests for exclusion. The three (3) individuals that submitted requests for exclusion are: Gina Moisa, Sharawn Laws, and Olivia De La Isla. The deadline for submitting a request for exclusion from the Settlement was July 12, 2025.

12. As of the date of this declaration, Apex has not received any objections to the Settlement. The deadline for submitting a written objection to the Settlement was July 12, 2025.

13. As of the date of this declaration, Apex has not received any disputes from Class Members. The deadline for submitting a dispute was July 12, 2025.

14. As of the date of this declaration, Apex will report 24,997 Participating Class Members, constituting 99.98% of the total 25,000 Settlement Class Members.

15. The total number of workweeks worked by Participating Class Members during the Class Workweeks is 1,754,152. The Net Settlement Amount available to Participating Class Members is estimated to be $3,346,949.33 and was calculated by subtracting the requested attorneys' fees ($1,866,666.66), the amount requested for litigation costs and expenses ($36,394.01), the requested Class Representative Enhancement Payments ($40,000.00), the requested Settlement Administration Costs ($109,990.00), and the PAGA Settlement Amount ($200,000.00) from the Gross Settlement Amount ($5,600,000.00).

16. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated to be approximately $314.82, the *average* Individual Settlement Amount is currently estimated to be approximately $133.89, and the *lowest* Individual Settlement Amount is currently estimated to be approximately $1.91. These amounts are subject to employee-side tax and withholdings.

17. Pursuant to the Agreement, 25% of the PAGA Payment ($50,000.00) will be allocated to Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees cannot opt out of the PAGA settlement. There are 21,184 Aggrieved Employees who worked a total of 1,333,994 pay periods during the PAGA Period.

18. The *highest* individual PAGA share to an Aggrieved Employee is approximately $6.07, the *average* individual PAGA share is approximately $2.36, and the *lowest* individual PAGA share is approximately $0.04.

19. Apex's comprehensive fees and costs for administering this Settlement, covering both incurred and anticipated expenses, amount to $109,990.00 Apex will proceed with additional tasks related to this matter, such as calculating settlement award payments, issuing and mailing settlement award checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually agreed upon by the Parties or ordered by the Court for Apex to undertake.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct, and that this Declaration was executed this 29th day of July 2025, Irvine, California.

STACEY SHIM

Exhibit A

Goodwin, et al. v. Save Mart Supermarkets, LLC
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

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

Somalia Goodwin, et al. v. Save Mart Supermarkets, LLC
San Joaquin County Superior Court, Case No. Case No.: STK-CV-UOE-2023-2062

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee lawsuit brought against Save Mart Supermarkets LLC ("Save Mart" is used herein as a placeholder) for alleged wage and hour violations ("Action").

The Action was filed by former Save Mart employees Somalia Goodwin, John A. Mcgehee, Dustin Johnson, and Juan Carlos Quevedo ("Plaintiffs") who seek payment of (1) back wages and other relief for a class of hourly-paid employees ("Class Members") who worked for Save Mart during the Class Period (July 1, 2021 through July 28, 2024); and (2) civil penalties under the Private Attorneys General Act of 2004 ("PAGA)" for a group of hourly-paid employees ("Aggrieved Employees") who worked during the PAGA Period (March 2, 2022 through July 28, 2024).

The proposed settlement ("proposed Settlement" or "Settlement") is a global settlement of the Action, requiring Save Mart to fund Individual Class Payments to Participating Class Members for the class portion of the Settlement ("Class Settlement") and Individual PAGA Payments to Aggrieved Employees for the PAGA portion of the Settlement ("PAGA Settlement").

Save Mart has denied and continues to deny the factual and legal allegations in the case and believes that it has valid defenses to Plaintiffs' claims and that class certification would be inappropriate. By agreeing to settle, Save Mart is not admitting liability on any of the factual allegations or claims in the case or that the case can or should proceed as a class action. Save Mart has agreed to settle the case as part of a compromise with Plaintiffs.

Based on Save Mart's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $** 51.2982 **(less withholding) and your Individual PAGA Payment is estimated to be $** 1.01199 **(subject to a 1099).** The actual amount(s) you may receive likely will be different and will depend on a number of factors.

The above estimates are based on Save Mart's records showing that **you worked** 27 **workweeks during the Class Period and worked** 27 **pay periods during the PAGA Period**. If you believe that you worked more workweeks and/or pay periods during these periods, you can submit a challenge by the deadline date. See Section **4** 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 do not act. Read this Notice carefully, as 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 proposed Settlement and how much of the proposed Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Save Mart to make payments under the proposed Settlement and requires Class Members to give up their rights to assert certain claims against Save Mart.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
1. You Don't Have to Do Anything to Participate in the Class Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Save Mart that are covered by this Settlement (Class Member's Release).
2. You Can Opt-out of the Class Settlement **The Opt-out Deadline Is July 12, 2025**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section **6** of this Notice. <u>If you are an Aggrieved Employee, you will receive your Individual PAGA Payment, even if you opt out of the Class Settlement.</u>

Apex ID: 25SAV0001

3. Participating Class Members Can Object to the Class Settlement **Written Objections Must be Submitted by July 12, 2025**	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the Class 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 Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **7** of this Notice.
4. You Can Participate in the August 26, 2025, Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on August 26, 2025. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks **Written Challenges Must be Submitted by July 12, 2025**	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. Similarly, the amount of your Individual PAGA Payment depends on how many pay periods you worked at least one day during the pay period. The number of workweeks and pay periods you worked according to Save Mart's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by July 12, 2025. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Save Mart employees. The Action accuses Save Mart of violating California labor laws by failing to pay minimum wages, overtime wages, vested vacation and/or paid time off, and timely wages due upon termination and during employment; failing to provide meal periods, rest periods, sick time, accurate itemized wage statements, one day's rest, and suitable seating; failing to produce employment records; failing to maintain accurate and complete payroll and related employment records; failing to reimburse necessary business expenses; and conducting unlawful inquiries into criminal history and unlawful employment agreements. Plaintiffs are represented by attorneys in the Action: Crosner Legal, PC, James Hawkins APLC, Haines Law APC, and Blumenthal Nordrehaug Bhowmik De Blouw LLP ("Class Counsel.")

Save Mart strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Save Mart or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Save Mart hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreeing to 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 Action and enforcing the Agreement, Plaintiffs and Save Mart 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, Save Mart does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the proposed Settlement is a good deal for you because they believe that: (1) Save Mart 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) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Save Mart Will Pay $5,600,000.00 as the Gross Settlement Amount ("Gross Settlement"). Save Mart has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the proposed Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, and the Administrator's expenses. Assuming the Court grants Final Approval, Save Mart will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to $1,866,666.66, (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $50,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to $10,000 to each Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class, and providing a broad general release of all claims. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

C. Up to $200,000 in PAGA Penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($50,000) and 75% to the Labor Workforce and Development Agency ($150,000).

D. Up to $109,990.00 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections, with the exception of the PAGA Penalties amount.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period workweeks.

Taxes Owed on Payments to Class Members and Aggrieved Employees. Plaintiffs and Save Mart are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to payments not attributable to wages ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. (Save Mart will separately pay employer payroll taxes it owes on the Wage Portion.) The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

100% of the PAGA Penalties to Aggrieved Employees will be allocated as penalties and reported on IRS Form 1099.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and/or 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(s) 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(s) are 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 July 12, 2025, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the July 12, 2025 Response Deadline. The Request for Exclusion should be a letter form setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Save Mart.

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 Save Mart have agreed that, in either case, the Settlement will be void: Save Mart will not pay any money and Class Members will not release any claims against Save Mart.

Administrator. The Court has appointed a neutral company, APEX Class Action 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, 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 **9** of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Save Mart has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Class 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 Save Mart or related entities for wages based on Class Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members shall release the Released Parties from all claims, rights, demands, liabilities, and causes of action that were alleged or reasonably could have been raised based on the facts alleged in the operative Complaint during the Class Period, regardless of the theory of recovery, including: (a) all claims for unpaid overtime; (b) all claims for meal or rest break violations; (c) all claims for unpaid wages, including unpaid minimum wages; (d) all claims for the failure to reimburse for necessary business expenses; (e) all claims for unpaid vacation, sick pay, or other paid time off; (f) all claims for unpaid reporting time pay; (g) failure to properly calculate rates of pay for overtime, meal and rest period premiums, paid sick pay or other time off, reporting time pay, or any other pay rate, (h) all claims for the failure to timely pay wages upon termination; (i) all claims for the failure to timely pay wages during employment; (j) all claims for wage statement violations and record-keeping violations; (k) all claims asserted through California Business & Professions Code §§ 17200, et seq. for any of the foregoing alleged violations (l) all claims asserted under the applicable California Industrial Welfare Commission Wage Order, and (m) all penalties, including PAGA penalties, liquidated damages, or interest allegedly due to any of the foregoing alleged violations. Participating Class Members shall further agree to waive their right to pursue individual lawsuits or arbitrations as to any of the Released Class Claims against the Releasees to the extent such Released Class Claims accrued during the Class Period (the "Released Class Claims").

10. Release PAGA Claims. Plaintiffs, serving as proxies of the LWDA, will release the LWDA's PAGA claims as to all Participating and Non-Participating Class Members who are Aggrieved Employees regardless of whether such Aggrieved Employees opt out of the class action, such that any Non-Participating Class Member who is an Aggrieved Employee would be precluded from serving as a proxy or agent of the LWDA for the same PAGA claims being released herein.

The PAGA Release will extend to any and all PAGA claims or causes of action of whatever kind or nature which occurred during the PAGA Period that were alleged, or that reasonably could have been alleged, based on the facts alleged in the Action and Plaintiff's LWDA letter, regardless of theory of recovery, including but not limited to alleged: (a) unpaid overtime; (b) meal or rest break violations; (c) unpaid wages, including unpaid minimum wages; (d) failure to reimburse for necessary business expenses; (e) unpaid vacation, sick pay, or other paid time off; (f) unpaid reporting time pay; (g) failure to properly calculate rates of pay for overtime, meal and rest period premiums, paid sick pay or other time off, reporting time pay, or any other pay rate, (h) failure to timely pay wages upon termination; (i) failure to timely pay wages during employment; (j) wage statement violations and record-keeping violations; and (k) all claims asserted under the applicable California Industrial Welfare Commission Wage Orders.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the 25% employee-portion of the PAGA Penalties by the total number of pay periods worked by all Aggrieved Employees, and (b) multiplying the result by the number of pay periods worked by each individual Aggrieved Employee.

3. Workweek and Pay Period Challenges. The number of Class workweeks and PAGA pay periods you worked during the Class Period and PAGA Period, as recorded in Save Mart's records, are stated in the first page of this Notice. You have until July 12, 2025, to challenge the number of workweeks and/or pay periods. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section **9** 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 Save Mart's calculation of workweeks and/or pay periods based on Save Mart'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 challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Save Mart's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a check to every Participating Class Member (i.e., every Class Member who doesn't opt-out).

Aggrieved Employees. The Administrator will send, by U.S. mail, a check to every Aggrieved Employee, regardless of whether they opt out of the Class Settlement.

The Administrator may send a single check combining the Individual Class Payment and the Individual PAGA Payment. **Your check(s) will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.**

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Somalia Goodwin et al. v. Save Mart Supermarkets, LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by July 12, 2025, or it will be invalid.** Section **9** of the Notice has the Administrator's contact information.

If you are an Aggrieved Employee, you are bound by the PAGA Release regardless of whether you opt out of the Class Settlement. Aggrieved Employees cannot opt out of the PAGA Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Save Mart are asking the Court to approve. At least 16 court days before the August 26, 2025, Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section **9** 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 https://apexclassaction.com/savemart or the Court's website (https://www.sjcourts.org).

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 Award 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 July 12, 2025**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Somalia Goodwin et al. v. Save Mart Supermarkets, LLC* and include your name, current address, telephone number, and approximate dates of employment for Save Mart and sign the objection. Section **9** of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section **8** of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on August 26, 2025, at 9:00 a.m. in Department 10D of the San Joaquin County Superior Court, located at 180 E. Weber Avenue, Stockton, CA 95202. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website (https://www.sjcourts.org/case-management-search/) using the Case No. **STK-CV-UOE-2023-2062** for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website https://apexclassaction.com/savemart beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing. Please **scan the QR code** to directly take you to the settlement website.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Save Mart 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 Apex Class Action, LLC's website at https://apexclassaction.com/savemart. Please **scan the QR code** to directly take you to the settlement 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.sjcourts.org/case-management-search/) and entering the Case Number for the Action, Case No. **STK-CV-UOE-2023-2062**.

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

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Mailing Address: P.O. Box 54668, Irvine, CA 92619
Telephone: (800) 355 - 0700
Fax Number: (949) 989-4428

10. 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 California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. 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.