

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement” or “Agreement”) is made and entered into between Plaintiff Lan Thanh Luu (“Plaintiff”), acting in a Private Attorney General capacity, and Defendants Garden Grove Superstore Inc.; Tran’s Group, Inc.; El Monte Superstore Inc.; Shun Fat Supermarket Inc.; Westminster Superstore, LLC; SF San Diego Inc.; San Pablo Supermarket, Inc.; Stockton Supermarket, Inc.; SF Supermarket Fresno, Inc.; and SF Supermarket, Inc. (collectively, “Defendants”).

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. “Action” means the matter entitled *Lan Thanh Luu v. Garden Grove Superstore Inc., et al.*, filed on September 25, 2023, in the Orange County Superior Court, Case No. 30-2023-01351037-CU-OE-CXC, and as set forth in Plaintiff’s correspondences to the California Labor and Workforce Development Agency (“LWDA Letter”) dated on or about August 17, 2023.

2. “Aggrieved Employees” means all current and former non-exempt employees employed by Defendants in California during the PAGA Period. Defendants represent that there are approximately 1,313 Aggrieved Employees.

3. “Complaint” means the First Amended Class and Representative Action Complaint filed in the Action.

4. “Court” means the Superior Court of California for the County of Orange.

5. “Defense Counsel” means Scott K. Dauscher and Lauren S. Gafa of Atkinson, Andelson, Loya, Ruud & Romo.

6. “Effective Date” means the date the Court enters an order approving the Settlement and entering judgment thereon.

7. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

8. “LWDA” means the California Labor and Workforce Development Agency.

9. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

10. “Gross Settlement Amount” is the non-reversionary sum of Seven Hundred Fifty-Eight Thousand Dollars and Zero Cents (\$758,000.00), which represents the total all-in amount payable under this Settlement by Defendants, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff’s Counsel’s fees and costs, Plaintiff’s service award, and payment to the Settlement Administrator for administration costs.

11. “Net Settlement Amount” means the Gross Settlement Amount, less the following

payments in the amounts approved by the Court: LWDA PAGA Payment, Plaintiff's Counsel's Fees Payment, Plaintiff's Counsel's Litigation Expenses Payment, Plaintiff's Service Award, and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

12. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698, *et seq.*

13. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

14. "PAGA Period" means the time period from September 25, 2022 through May 18, 2026.

15. "PAGA Released Claims" means any and all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and LWDA Letter, including claims for minimum wage violations, overtime wage violations, meal period violations, rest period violations, paid sick leave violations, wage statement penalties, waiting time penalties, failure to reimburse necessary business expenses, unlawful deductions, and violations of Labor Code §§ 201, 202, 203, 204, 210, 212, 221, 226, 226.7, 245-248.5, 256, 432, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, and 2802.

16. "Parties" means Plaintiff and Defendants, collectively.

17. "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

18. "Plaintiff" means Lan Thanh Luu.

19. "Plaintiff's Counsel" means William C. Sung, Tiffany L. Luu, Joseph C. Ramli of Justice for Workers, P.C.

20. "Released Parties" means Defendants and each of their former and present directors, officers, shareholders, owners, members, predecessors, successors, assigns, subsidiaries, and affiliates.

21. "Settlement Administrator" or "Administrator" means Phoenix Settlement Administrators.

II. RECITALS

1. Plaintiff alleges that with regard to the Aggrieved Employees, Defendants (1) failed to pay minimum and overtime wages; (2) failed to pay paid sick leave; (3) failed to provide meal breaks; (4) failed to provide rest breaks; (5) failed to provide accurate wage statements; (6) failed to pay all wages due at separation; (7) failed to reimburse for business expenses; (8) failed to pay earned wages twice per month; (9) failed to maintain accurate records; (10) failed to permit inspection of employment records; and (11) engaged in unlawful wage deductions, all of which

result in liability for civil penalties under the PAGA.

2. On or about August 18, 2023, Plaintiff provided the LWDA Letter to the LWDA and Defendants asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described in Paragraph II.1 above.

3. On September 25, 2023, Plaintiff initiated this Action by filing a Class Action Complaint against Defendants. On October 23, 2023, Plaintiff filed the operative First Amended Complaint adding a cause of action for violation of PAGA.

4. The Parties then stipulated to dismiss class claims, submit Plaintiff's individual claims in the Action to arbitration, and stay representative PAGA claims pending arbitration.

5. During the pendency of the arbitration, the Parties agreed to attend a PAGA mediation. The Parties engaged in an informal discovery exchange prior to mediation. In response to Plaintiff's Counsel's informal discovery requests, Defendants provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees and the claims in the Action in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the PAGA claim, including but not limited to timekeeping and payroll data.

6. On May 13, 2026, the Parties participated in mediation before mediator Gail Glick, Esq. With the assistance of Ms. Glick, the Parties agreed to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiff and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement shall be construed to be an admission by Plaintiff that Plaintiff's claims do not have merit or by Defendants of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendants specifically disclaim any such liability or wrongdoing. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendants shall pay Seven Hundred Fifty-Eight Thousand Dollars and Zero Cents (\$758,000.00) as the **non-reversionary** Gross Settlement Amount. Defendants will not pay more than the Gross Settlement Amount (subject to the Escalator Clause below). The payment of the Gross Settlement Amount shall be made within fourteen (14) calendar days of the Effective Date or March 15, 2027, whichever date is later. Defendants shall make the payment to the Settlement Administrator who will then distribute all payments.

3. **Escalator Clause.** Defendants represent that Aggrieved Employees worked

approximately 61,447 pay periods during the PAGA Period. In the event the number of pay periods worked by the Aggrieved Employees exceeds 61,447 during the PAGA Period by more than 10% (i.e., more than 67,592 pay periods), Defendants shall be entitled to select either a pro-rata increase in the Gross Settlement Amount or a decrease in the end date covered by the PAGA Period so that the total number of pay periods worked is within 10% of 61,447. Defendants may only exercise this option to shorten the PAGA Period if it does so within four (4) weeks of the close of the PAGA Period, which is June 15, 2026.

4. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiff's Counsel's Fees and Costs.** Defendants will not oppose Plaintiff's request for attorneys' fees in the amount up to one-third (33 1/3%) of the Gross Settlement Amount (currently estimated at \$252,666.67), and costs incurred in prosecuting this Action up to \$25,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. **Administration Costs.** Defendants will not oppose the Settlement Administrator's costs in the amount up to \$10,500.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

c. **Plaintiff's Service Award.** Defendants will not oppose Plaintiff's request for a service award in the amount of \$5,000.00 to Plaintiff, for Plaintiff's service to the LWDA and the Aggrieved Employees, and the risk Plaintiff undertook by attaching Plaintiff's name to the Action. In the event the Court approves a payment of less than the requested amount, the difference will be added to the Net Settlement Amount. If the Court believes the service award should be reduced, the other terms of the Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. Defendants, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to Plaintiff.

5. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be distributed pursuant to Labor Code§ 2699(i) as follows:

a. 75% of the Net Settlement Amount shall be distributed to the LWDA.

b. 25% of the Net Settlement Amount shall be paid to Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

c. The Parties agree that should the Court deny approval of the Settlement

based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement.

6. **PAGA Released Claims.** Plaintiff agrees that upon entry of an Order approving the Settlement and full payment by Defendants of the Gross Settlement Amount, all Aggrieved Employees, including Plaintiff, on behalf of themselves and their respective former and current representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, as well as full payment by Defendants of the Gross Settlement Amount, Plaintiff and all Aggrieved Employees may be barred as a matter of law from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

7. **No Right to Opt-Out.** Aggrieved Employees do not have the right to object or opt out of or otherwise exclude themselves from the settlement of claims for civil penalties under PAGA, and upon approval of the Settlement by the Court, each Aggrieved Employee will have released Defendants and each of the Released Parties of and for any and all of the PAGA Released Claims and each Aggrieved Employee will be entitled to receive payment, in conformity with the Settlement.

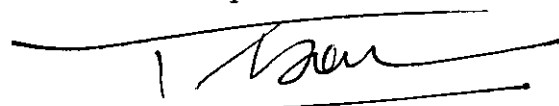
8. **Covenants and Representations by Plaintiff and Plaintiff's Counsel.**

a. Plaintiff represents and warrants that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiff acknowledges that Plaintiff has read this Settlement, that Plaintiff fully understands Plaintiff's rights, privileges, and duties under the Settlement, and enters into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges that Plaintiff had the opportunity to consult with Plaintiff's attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

9. **Notification to LWDA.** Plaintiff's counsel will notify the LWDA of the Settlement at the time the Settlement is submitted to the court for approval, seek approval of the Settlement, and perform any and all statutory tasks as required by law.

10. **Termination of Settlement.** If the Court does not approve the Settlement, or if the Court does not enter judgment as provided for in this Settlement, or if the Court makes or orders material changes to the Basic Settlement Terms (defined as amount of the Gross Settlement Amount; the PAGA Period; the Escalator Clause; and/or the Parties' respective right to terminate the settlement as provided herein), or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the material terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date



and time immediately prior to the execution of this Settlement. However, before exercising this option, a Party contemplating terminating the Settlement will attempt to work with the other Party in good faith to modify the Settlement in order to obtain Court approval or to otherwise cure any defect in the Settlement. An appellate decision to vacate, reverse, or modify any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement, and the Court retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement pursuant to Cal. Code Civ. Proc. § 664.6. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff and Aggrieved Employees.

IV. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT

The Parties agree to jointly prepare and file an application or motion for approval of this Settlement as set forth below.

1. **Plaintiff's Responsibilities.** Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including: (i) a draft Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

2. **Plaintiff's Responsibilities.** PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

3. **Duty to Cooperate.** If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

V. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use Phoenix Settlement Administrators to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within fourteen (14) calendar days of the Effective Date, Defendants shall provide the Settlement Administrator with information for Aggrieved Employees. Defendants will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, total number of Pay Periods or dates of employment, and Social Security number or Tax Identification Number. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

a. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

b. Within seven (7) calendars days of receiving the Aggrieved Employees' information from Defendants, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within fourteen (14) calendar days of the Settlement being fully funded as provided above in Section III.2, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A** and to be translated into Simplified Chinese, Spanish, and Vietnamese by the Settlement Administrator, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address

identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address, using a skip-trace or other similar search, using the name, address and/or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing if a new address is located. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.

Defendants fully discharge their obligations to those Aggrieved Employees to whom they will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the State Controller's Office under the unclaimed property fund laws in the names of the Aggrieved Employees to whom the checks were issued.

5. **Payment of Remainder.** Within fourteen (14) calendar days of the Settlement being fully funded, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of the Net Settlement Amount to the LWDA; (2) Plaintiff's Counsel's Fees Payment; (3) PAGA Counsel Litigation Expenses Payment; (4) Plaintiff's Service Award; and (5) Court-approved administration costs to the Settlement Administrator. Disbursement of the Plaintiff's Counsel's Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

6. **Accounting.** No later than ten (10) business days prior to the Court's Final Accounting Hearing, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement and/or uncashed.

7. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendants, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement.

VI. MISCELLANEOUS PROVISIONS

1. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions,

writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement.

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

3. **Use and Return of Aggrieved Employee Data.** Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Court's final discharge of PAGA Counsel's responsibilities after the post-judgment final accounting hearing, Plaintiff shall destroy all of Aggrieved Employee Data received from Defendants.

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

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

6. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendants shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

7. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, assigns, administrators, and successors.

8. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees, and other fees incurred in connection with this Settlement and Plaintiff's PAGA claim, except as otherwise set forth specifically herein.

9. **Governing Law.** This Settlement shall be construed under and governed by the laws of the state of California. This Settlement shall be deemed to have been entered into in the County of Los Angeles, California, and all questions of validity, interpretation, or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Orange.

10. **Complete Agreement.** The Parties each acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims in the Action. This Settlement cannot be amended or modified except by a writing signed by counsel for the Parties hereto.

11. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions unless otherwise required under this Agreement.

12. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. Plaintiff will submit a proposed judgment in conformity with this Agreement to be entered by the Court, which shall constitute a final and binding resolution of the PAGA claim in the Action.

13. **Authorization to Enter into Settlement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

14. **Execution and Counterparts.** This Settlement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument.

15. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the PAGA claim in the Action, and, have arrived at this Settlement after arms-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

16. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

17. **Severability.** If any term or provision of this Settlement is held to be invalid or

unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

18. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

19. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

20. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms under California Code of Civil Procedure § 664.6 and any other applicable statute or law, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

21. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

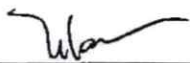
22. **Confidential.** The Parties agree that this Settlement is confidential (except for purposes of enforcement) and that no Party will issue any press release nor other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

23. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any action, motion, or other proceeding.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

ACCEPTED AND AGREED:

Dated: July 01, 2026



Plaintiff Lan Thanh Luu

Dated: July 27, 2026

GARDEN GROVE SUPERSTORE INC.



By:
Title:

Dated: July 27, 2026

TRAN'S GROUP, INC.



By:
Title:

Dated: July 27, 2026

EL MONTE SUPERSTORE INC.



By:
Title:

Dated: July 27, 2026

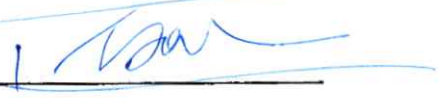
SHUN FAT SUPERMARKET INC.



By:
Title:

Dated: July 27, 2026

WESTMINSTER SUPERSTORE, LLC



By:
Title:

July 27
Dated: ~~June~~ __, 2026

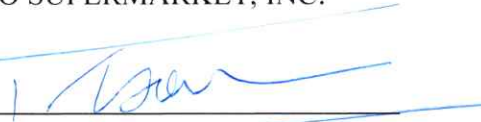
SF SAN DIEGO INC.



By:
Title:

July 27
Dated: ~~June~~ __, 2026

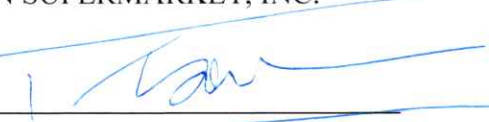
SAN PABLO SUPERMARKET, INC.



By:
Title:

July 27
Dated: ~~June~~ __, 2026

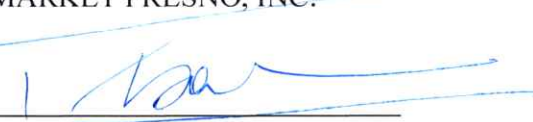
STOCKTON SUPERMARKET, INC.



By:
Title:

July 27
Dated: ~~June~~ __, 2026

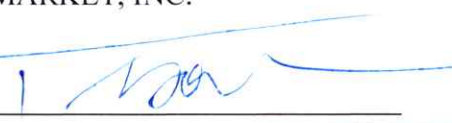
SF SUPERMARKET FRESNO, INC.



By:
Title:

July 27
Dated: ~~June~~ __, 2026

SF SUPERMARKET, INC.



By:
Title:

AGREED AS TO FORM AND CONTENT:

Dated: June 30, 2026



William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C.
Attorneys for Plaintiff Lan Thanh Luu

July 27, 2026
Dated: June , 2026



Scott K. Dauscher
Lauren S. Gafa
ATKINSON, ANDELSON, LOYA, RUUD & ROMO
Attorneys for Defendants Garden Grove Superstore Inc.,
Tran's Group, Inc.; El Monte Superstores Inc.; Shun Fat
Supermarkets Inc.; Westminster Superstore, LLC; SF San
Diego Inc.; San Pablo Supermarket, Inc.; Stockton
Supermarket, Inc.; SF Supermarket Fresno, Inc.; and SF
Supermarket, Inc.

EXHIBIT A

Re: *Payment from Lan Thanh Luu v. Garden Grove Superstore Inc., et al.*
Superior Court of California for County of Orange
Case No. 30-2023-01351037-CU-OE-CXC

SIMID
Name
Address

Dear **NAME**:

Enclosed, please find a check made payable to you in the amount of **<<amount of payment>>** (“Individual Settlement Share”). This is your payment from the settlement of the lawsuit titled *Lan Thanh Luu v. Garden Grove Superstore Inc., et al.*, Case No. 30-2023-01351037-CU-OE-CXC, pending in the Superior Court of California for the County of Orange (the “Action”).

The Action was filed against Garden Grove Superstore Inc.; Tran’s Group, Inc.; El Monte Superstores Inc.; Shun Fat Supermarkets Inc.; Westminster Superstore, LLC; SF San Diego Inc.; San Pablo Supermarket, Inc.; Stockton Supermarket, Inc.; SF Supermarket Fresno, Inc.; and SF Supermarket, Inc. (“Defendants”) and includes a claim for civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Lan Thanh Luu (“Plaintiff”), a former employee of Garden Grove Superstore Inc., on behalf of the State of California and other allegedly aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Defendants owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff’s claims, and on **DATE**, the Court approved the settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Defendants who were allegedly affected by the alleged violations of the Labor Code.

Defendants deny all of Plaintiff’s allegations and deny any wrongdoing of any kind associated with Plaintiff’s allegations. The Court has also made no determination on the merits of Plaintiff’s allegations. However, the Parties desire to resolve the Action. By agreeing to settle, Defendants do not admit any violations or concede the merits of any claims. No claims for unpaid or underpaid wages have settled and this settlement is without prejudice to your pursuit of such claims.

You are receiving a portion of the civil penalties (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is calculated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$ _____) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period (61,447 Pay Periods) and (b) multiplying the result by your PAGA Pay Periods (_____ Pay Periods).

The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants and each of their former and present directors, officers, shareholders, owners, members, predecessors, successors, assigns, subsidiaries, and affiliates.

“Released Claims” means any and all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and LWDA Letter, including claims for minimum wage violations, overtime wage violations, meal period violations, rest period violations, paid sick leave violations, wage statement penalties, waiting time penalties, failure to reimburse necessary business expenses, unlawful deductions, and violations of Labor Code §§ 201, 202, 203, 204, 210, 212, 221, 226, 226.7, 245-248.5, 256, 432, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, and 2802. (“PAGA Released Claims”), which arose from September 25, 2022 through May 18, 2026 (the “PAGA Period”).

“PAGA Period” means September 25, 2022 through May 18, 2026.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

If you lose or misplace your settlement check before cashing it, Phoenix Settlement Administrators will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

Do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement or to ask tax-related questions. If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at (____) ____ - ____.