

**CONFIDENTIAL SETTLEMENT AGREEMENT AND
GENERAL RELEASE OF CLAIMS**

This Confidential Settlement Agreement and General Release (hereinafter “Agreement”) is made and entered into by and between Richard Ancheta (“Ancheta”), on the one hand, and Albertson’s LLC (“Albertson’s”) on the other hand. (Albertson’s and Ancheta will be referred to collectively herein as the “Parties”).

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL CLAIMS KNOWN AND UNKNOWN.

I. RECITALS

A. On or about June 22, 2023, Plaintiffs Christopher Sherman, Peter Ruiz, Richard Ancheta, and Michael Raziano initiated a putative class action against Albertson’s in the Superior Court of the State of California for the County of Los Angeles, entitled *Christopher Sherman, et al. v. Albertson’s LLC*, Case No. 23STCV14563 (the “Action”). Plaintiffs Christopher Sherman, Peter Ruiz, Richard Ancheta, and Michael Raziano will from time to time be referred to collectively herein as the “*Sherman* Plaintiffs.” In the Action, the *Sherman* Plaintiffs allege the following causes of action: (1) Failure to Reimburse Business Expenses; (2) Failure to Provide Accurate Itemized Wage Statements; (3) Failure to Timely Pay Wages Due During Employment; (4) Failure to Timely Pay Wages Due Upon Separation of Employment; (5) Violation of the Unfair Competition Law; (6) Invasion of Privacy; (7) Failure to Pay Minimum Wage; and (8) Failure to Provide Meal and Rest Periods.

B. On or about August 4, 2023, Albertson’s removed the Action to the United States District Court for the Central District of California, in which it is now designated as Case No. 2:23-cv-06377-ODW-RAO.

C. On or about January 17, 2024, the *Sherman* Plaintiffs filed a First Amended Complaint in the Action, adding causes of action for relief under the Labor Code Private Attorneys General Act (Cal. Lab. Code §§ 2698, *et seq.* [hereinafter “PAGA”]) and for Failure to Provide Paid Sick Leave in Compliance with San Diego Paid Sick Leave Ordinance and Los Angeles Paid Sick Leave Ordinance (San Diego County Municipal Code, Chapter 3, Article 9, Division 1; Los Angeles Municipal Code, Article 7, Section 187.04, *et seq.*).

D. On or about February 26, 2024, the *Sherman* Plaintiffs filed a Motion for Class Certification. This motion was denied on August 7, 2024.

E. On or about October 7, 2024, the Parties filed a Joint Stipulation to dismiss, with prejudice, the *Sherman* Plaintiffs’ Eighth Cause of Action for Failure to Provide Meal and Rest Periods. On or about October 10, 2024, the Court entered an order granting the Parties’ Joint Stipulation and dismissed the *Sherman* Plaintiffs’ Eighth Cause of Action for Failure to Provide Meal and Rest Periods, with prejudice.

F. The Parties acknowledge that a good faith dispute exists relating to the claims alleged in the Action. Albertson’s denies all of the *Sherman* Plaintiffs’ allegations and denies that it has any legal or equitable responsibility for the damages, wages, or penalties alleged by

the *Sherman* Plaintiffs in the Action, or otherwise, and further denies that the *Sherman* Plaintiffs have suffered any such damages.

G. The Parties hereto desire to settle fully and finally, among other things, all differences between them, including, but in no way limited to, those differences embodied or in connection with Ancheta's alleged claims in the Action and any differences that may have arisen out of Ancheta's employment with Albertson's.

H. Ancheta acknowledges that the terms of the settlement herein, together with the execution of the Agreement, are the result of compromise and negotiations between the Parties, and that this Agreement is entered into in good faith with the intent to fully and finally settle any disputes between them.

II. AGREEMENT

In consideration of the promises and covenants below, including, but not limited to, the General Release of Claims, and for other good and valuable consideration as set forth in this Agreement, Ancheta and Albertson's agree as follows:

1. Non-Admission of Liability

This Agreement shall not in any way be construed as an admission of liability by Albertson's, or any Releasee (as defined below). This Agreement shall not in any way be construed as an admission by Albertson's that Ancheta has any rights whatsoever against Albertson's, or any Releasee, excepted as provided by this Agreement. The Parties acknowledge that Albertson's has denied liability for any and all claims raised by Ancheta in the Action.

2. Bona Fide, Good Faith Dispute

The claims being settled, released and waived herein include potential claims for invasion of privacy, which claim Albertson's disputes. Further, the Parties agree that a *bona fide*, good faith dispute exists over each of Ancheta's wage claims, and specifically over whether Ancheta is owed any wages or expense reimbursements above and beyond what he has been paid, and if so the amount, if any, owed.

3. Monetary Consideration

(a) As consideration for signing this Agreement and compliance with the promises made herein, Albertson's agrees to pay to Ancheta the total amount of Fifteen Thousand Dollars (\$15,000.00) (the "Settlement Sum"), in the form of three (3) checks sent to Ancheta's counsel at 156 South Spruce Avenue, Suite 206A, South San Francisco, CA 94080, made payable as follows:

- (a)(i) Four Thousand One Hundred Sixty-Two Dollars and Fifty Cents (\$4,162.50), payable to "Richard Ancheta" in settlement of his claim for unpaid wages. This payment shall be subject to withholdings and deductions, as required by law. Albertson's will report this payment to the IRS on a IRS Form W2 issued to Richard Ancheta;

- (a)(ii) Four Thousand One Hundred Sixty-Two Dollars and Fifty Cents (\$4,162.50), payable to “Richard Ancheta” in settlement of non-wage claims, including restitution, penalties, and interest. This payment shall not be subject to withholdings or deductions. Albertson’s will report this payment to the IRS on an IRS Form 1099 issued to Richard Ancheta. Richard Ancheta will provide Albertson’s with a completed IRS Form W-9 for this payment; and
- (a)(iii) Six Thousand Six Hundred Seventy-Five Dollars and Zero Cents (\$6,675.00), payable to “ILG Legal Office, P.C.’s IOLTA Client Trust Account” in settlement of attorney’s fees and costs. This payment shall not be subject to withholdings or deductions. Albertson’s will report this payment to the IRS on an IRS Form 1099 issued to ILG Legal Office, P.C. and on an IRS Form 1099 issued to Richard Ancheta. ILG Legal Office, P.C. and Richard Ancheta will provide Albertson’s with their completed IRS Form W-9s for this payment.

(b) Ancheta agrees that the Settlement Sum is adequate consideration for the promises and releases in this Agreement, and that he is not entitled to receive, and will not claim, any other right, benefit, expense or compensation, and expressly waives any such claim.

(c) Ancheta and Albertson’s agree that no part of any payments by Albertson’s pursuant to this Agreement constitutes a fine or penalty paid to a government under any law or a payment to a government to settle any actual or potential liability for a punitive fine or penalty under any law.

(d) Albertson’s shall provide the consideration identified in this paragraph 3 within 15 business days of the Effective Date (defined in paragraph 4) or within 15 business days of receiving the following documents, whichever occurs last: (1) this Agreement appropriately signed and dated by Ancheta; and (2) fully-executed tax forms for all individuals/entities receiving checks. None of the benefits set forth in this paragraph will become due or payable until Albertson’s has received from Ancheta all of the items described in this paragraph.

(e) The Confidential Settlement Sum shall be inclusive of all claims for alleged lost wages, personal injuries, emotional distress damages, attorneys’ fees, costs, expenses, and all other alleged damages. The Parties hereto further agree that the mutual promises and consideration provided herein, including without limitation the releases provided below, are adequate, valid and enforceable, and that neither party shall hereafter contend that the promises and/or consideration provided herein are not adequate, valid and/or enforceable.

(f) Ancheta shall be responsible for the payment of taxes, if any, in connection with the consideration described in this Paragraph above (except for any obligation by Albertson’s to pay taxes on the portion designated under the Settlement Sum as employer side taxes). Ancheta understands and agrees that neither Albertson’s nor any Releasee has any duty to defend against any claim of deficiency, nor any obligation to appeal any such determination, and Ancheta agrees to assume responsibility for contesting any such claim or assertion, and to

cooperate fully in the defense of any such claim or claims which is brought against Albertson's or any Releasee.

4. Effective Date

This Settlement Agreement shall be deemed effective seven (7) days after the date of execution by Ancheta upon the expiration of the revocation period described in paragraph 23(b).

5. No Prior Entitlement to Consideration

Ancheta acknowledges that he gives the promises and waivers described herein, and executes the releases described in Paragraph 8, in exchange for the consideration described in Paragraph 3, and that he would not otherwise be entitled to such consideration but for his promises and execution of this Agreement and the grant of releases. Ancheta expressly represents and agrees that he is not entitled to any payment or benefit from Albertson's or any Releasee, as defined below, and will not claim any such other payment, benefit, or consideration.

6. Mutual Waiver of Attorneys' Fees and Costs

Ancheta and Albertson's shall bear their own attorneys' fees and costs in connection with the Parties' alleged claims and execution of this Agreement. In the event any Party files a lawsuit to enforce this Agreement, then the prevailing party in that lawsuit shall be entitled to recover its reasonable costs and actual attorney fees.

7. Consultation With Counsel

Ancheta represents that he has discussed all aspects of this Agreement with his attorneys to the extent that he desires; that he has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that he has been advised that he may take reasonable time for the full consideration of it as described in Paragraph 23(d) below; that he fully understands that this Agreement releases all of his claims, both known and unknown, against Albertson's and the Releasees, as defined below, and each of them; that he is voluntarily entering into this Agreement; and that he has the capacity to enter into this Agreement.

8. Release of Liability

As a material inducement to Albertson's to enter into this Agreement, Ancheta, for himself and his heirs, successors, assigns and relatives by blood or marriage, forever releases Albertson's, Safeway Inc., New Albertsons, L.P., and all of their parent, subsidiary and/or affiliated companies and each of their past and present officers, directors, employees, agents, representatives, attorneys, insurers, parent corporations, subsidiary corporations, related entities, assigns, successors and predecessors, contractors, and all persons acting by, through, under or in concert with any of them (the "Releasees") from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including back wages, bonuses, stock options, and attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, rights arising out of alleged violations of any contract, express or implied (including but not limited to any contract of

employment, partnership, independent contractor, fiduciary, special or confidential relationship); any covenant of good faith and fair dealing (express or implied); any tort, including fraud and deceit, negligent misrepresentation, promise without intent to perform, conversion, breach of fiduciary duty, defamation, libel, slander, invasion of privacy, negligence, intentional or negligent infliction of emotional distress, malicious prosecution, abuse of process, intentional or negligent interference with prospective economic advantage, and conspiracy; any “wrongful discharge” and “constructive discharge” claims; any claims of retaliation; any claims of harassment; any claims relating to any breach of public policy; any violations or breaches of corporate by-laws; any claims set forth in the Civil Dispute; any legal restrictions on Albertson’s or any Releasee’s rights to take employment actions of any kind; or any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex and national origin discrimination); (2) 42 U.S.C. §§ 1981 *et seq.* (discrimination); (3) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634 (age discrimination); (4) the California Fair Employment and Housing Act (discrimination in employment and/or housing, including race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age or sexual orientation), Cal. Gov’t. Code §§ 12900 *et seq.*; (5) Executive Order 11246 (race, color, religion, sex and national origin discrimination); (6) Executive Order 11141 (age discrimination); (7) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (8) California Labor Code Sections 200, *et seq.* (claims for wages, bonuses, vacation pay, penalties, etc.); (9) California Industrial Welfare Commission Orders (minimum wage, overtime, etc.); (10) Labor Code Sections 970, *et seq.* (misrepresentation of employment conditions); (11) Labor Code Sections 1050-1057 (false statements); (12) Civil Code Sections 44, *et seq.* (libel and slander); (13) California Labor Code Section 432.5 (agreement to illegal terms of employment); (14) the Employee Retirement Income Security Act (Title 29 U.S.C.A. § 1000, *et seq.*); (15) Labor Code §§ 206.5 and 2802; (16) Civil Code § 56.20; and (17) claims under California Labor, Government, Business and Professions, and Health and Safety Codes (collectively “Claim” or “Claims”), which Ancheta now has, had or may have against Albertson’s and Releasees, arising prior to the execution of this Agreement.

Nothing in this Agreement waives:

- a. claims for unemployment compensation benefits;
- b. claims for workers’ compensation benefits (but it does release all California Labor Code Section 132(a) claims and California worker’s compensation discrimination claims);
- c. claims for vested rights under ERISA-covered employee benefit plans as applicable on your Separation Date;
- d. claims which cannot be released by private agreement, including any rights under California Labor Code Section 2802 for indemnification of expenses or losses incurred in discharging your duties, however, Ancheta acknowledges that he has already received reimbursement from Albertson’s for all expenses he incurred up to the date of his execution of this Agreement; or

e. Ancheta's right to file a charge or complaint with, participate in an investigation or proceeding conducted by, providing information to, or otherwise assisting the Equal Employment Opportunity Commission, National Labor Relations Board, U.S. Securities and Exchange Commission, or any other federal, state or local agency charged with the enforcement of any laws, or from exercising rights under Section 7 of the National Labor Relations Act ("NLRA") to engage in concerted activity with other employees, although to the maximum extent permitted by law, by signing this Settlement Agreement, Ancheta is waiving rights to individual relief (including front pay, back pay, reinstatement or other legal or equitable relief) based on claims asserted in such a charge or complaint or other proceeding brought by Ancheta or on his behalf by any third party, except for any right Ancheta may have to receive a payment from a government agency (and not Albertson's) for information provided to the government agency. Nothing in this Agreement is intended to prevent Ancheta from exercising rights under Sections 7 or 8 of the NLRA to report unlawful labor practices to the National Labor Relations Board.

Ancheta further understands that nothing contained herein shall preclude him from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that he has reason to believe is unlawful, or from providing truthful information and testimony: (a) to government authorities; (b) in any legal proceedings; (c) or as otherwise required by law (including, specifically, the provisions of California Code of Civil Procedure section 1001 and California Government Code section 12964.5(a)(1)(B)(ii), which states: "Nothing in this agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.").

9. Knowing and Voluntary Waiver

Ancheta expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

For the purpose of implementing a full and complete release and discharge of Albertson's and the Releasees, Ancheta expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims of which Ancheta does not know or suspects to exist in his favor against any of the Releasees, at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such Claim or Claims. Nothing in this Agreement is intended to waive or release any claim or potential claim that cannot be waived or released under applicable California or federal law.

10. Covenant Not to Sue

Ancheta warrants that he will not hereafter file or participate as a claimant in any lawsuit, claims, or charges of any kind, including as representative plaintiff for claims made under the California Private Attorneys General Act (“PAGA”), California Labor Code section 2699 *et seq.*, whether brought individually or as a class, collective or representative action, against Albertson’s or any Releasee with any entity, state or federal court, agency or department, for any alleged acts, omissions and/or events, whether now known or unknown, that have or may have occurred prior to the effective date of this Agreement. Ancheta further agrees that he will not be a member of any class or representative action for claims made under PAGA in any forum seeking relief against Albertson’s and Releasees based on claims released by this Agreement, and that even if a court or arbitrator in such a class or representative action rules that Ancheta may not waive a claim released by this Agreement, Ancheta will not accept any money damages or other relief other than the relief provided herein.

11. Dismissal of the Action

As part of this Agreement, Ancheta expressly acknowledges Ancheta’s obligation to take all steps necessary to ensure prompt dismissal of the Action. Within five (5) court days of receipt of the Settlement Sum, Ancheta’s counsel will file with the United States District Court – Central District a stipulation for dismissal with Prejudice of the Action, except for the PAGA Claim (Ninth Claim), which shall be dismissed with Prejudice as to the named Plaintiffs only and without Prejudice as to any and all other allegedly aggrieved employees. Ancheta authorizes and instructs Ancheta’s counsel to sign and provide counsel for Albertson’s all documents necessary to effectuate such dismissal.

12. Confidentiality

(a) Ancheta and his attorneys and agents represent and agree that, with the exception of any civil judicial action where disclosure of this Agreement is ordered by the court, or where disclosure is compelled by law or government audit, or in any workers’ compensation proceeding in which disclosure is either necessary or required, they have and will keep the nature, terms, amount and existence of this Agreement strictly confidential, and that they have not already disclosed, discussed, or revealed and will not hereafter disclose, discuss, or reveal any information concerning the nature, terms and existence of this Agreement to any other person, entity, or organization, except that Ancheta may disclose this information to his spouse or domestic partner, personal legal counsel and professional accountant or tax advisor, as necessary, all of whom will be bound by this confidentiality provision; Ancheta may make such disclosure only if he beforehand advises such person(s) of this confidentiality provision and the fact that they are bound by it as well. Ancheta is to advise Albertson’s of any request or demand for disclosure in any civil judicial action immediately upon learning of it so that Albertson’s will be afforded a full opportunity to intervene, to object and to take any other action necessary to protect the confidentiality of this Agreement.

(b) In the event that Ancheta, his spouse or domestic partner, his attorneys or his accountants, as applicable, violate or breach the above confidentiality term of this Agreement, Ancheta agrees to pay, as liquidated damages and not as a penalty, \$1,000 for each such breach. The foregoing liquidated damages sum represents a reasonable estimate of the

minimum actual damages which would be suffered as a result of any breach of the specified terms and is not punitive in any way. The parties to this Agreement further represent and agree that the liquidated damages provision contained in this paragraph is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such breach of this term would be difficult to ascertain with specificity.

(c) In response to any inquiries about Ancheta's alleged claims against Albertson's, and their resolution, Ancheta may only say, "The matter has been resolved." No person bound by this confidentiality term may characterize the resolution of this matter in any other way.

(d) The Parties agree that the U.S. District Court for the Central District of California shall retain jurisdiction to enforce the terms of this Agreement. This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to federal rules of procedure, but shall be filed under seal if so filed.

13. No Other Claims

Ancheta agrees that he will not pursue against Albertson's, or any Releasee, the Claims, or any claims arising out of or relating to Ancheta's relationship with Albertson's up to the Effective Date of this document, including but not limited to, those claims that have been or could have been asserted with the Action and those claims that could have been asserted in any other claim or complaint both as an individual or class basis in any other forum.

Ancheta further represents and warrants that he has not filed or initiated any complaints, charges, lawsuits, or proceedings of any kind against Albertson's, or any Releasee with any governmental agency or any court, other than the following: Ancheta's Notice of California Labor Code Violations filed with the California Labor and Workforce Development Agency on or around September 8, 2023. Ancheta further represents and warrants that he is not aware of any injury, grievance, or other ground for such claim, charge, lawsuit or proceeding against Albertson's, other than the foregoing claims, charges, lawsuits, and proceedings.

Ancheta agrees that if any agency or court assumes jurisdiction of any complaint, charge, lawsuit, appeal or proceeding of any kind against Albertson's, or any Releasee on Ancheta's behalf regarding matters released in this Agreement, Ancheta will immediately notify such agency or court that he waives his right to recover monetary damages, compensation or other individual relief in any charge, complaint or lawsuit filed by him or by anyone else on his behalf. If necessary, Ancheta will advise the agency or court of the existence of this Agreement, but will not voluntarily offer information regarding the terms of the Agreement.

14. No Further Representations

Ancheta represents and acknowledges that in executing this Agreement, he does not rely and has not relied upon any representation or statement not set forth in this Agreement made by Albertson's, the Releasees or by any of their agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement.

15. Binding Effect

This Agreement shall be binding upon all Parties, and shall inure to the benefit of the respective assigns and successors in interest of the Parties, and each of them.

16. No Assignment of Claims

Ancheta represents and warrants that he has not assigned or otherwise transferred or subrogated, or purported to assign, transfer or subrogate, to any person or entity, any claim or portion thereof, or interest therein Ancheta may have, against Albertson's or any Releasee. Ancheta agrees to hold Albertson's and the Releasees harmless from and against any and all liability, loss, demands, claims, damages, costs, expenses or attorneys' fees incurred by Albertson's or the Releasees as the result of any person or entity asserting any such right, assignment, transfer or subrogation.

17. Severability

All provisions of this Agreement are severable. To the extent that any party to this Agreement claims, asserts or establishes through legal challenge that any term or terms of this Agreement are not legally enforceable or valid, then to the extent that this Agreement provides specific consideration for such allegedly unenforceable or invalid term, such consideration shall be tendered and returned in full to the party who tendered such consideration.

18. Final Agreement

The Parties understand that this Agreement (and all of its terms) is final and binding when it is executed, and further agree not to challenge or object to its enforceability, or the enforceability of any of its terms, thereafter.

19. Joint Participation in Preparation of Agreement

Each party has had the opportunity to revise, comment upon and redraft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

20. Further Acts

The Parties, without further consideration, shall execute and deliver such other documents and take such other action as may be necessary to achieve the objectives of this Agreement.

21. Governing Law

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. If any action or motion is filed or commenced to enforce this Agreement, the prevailing party in

such enforcement proceeding or motion shall be entitled to his or its attorney fees and reasonable costs expended by the enforcement efforts.

22. Counterparts

This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one original. A signed facsimile/electronically transmitted version of this Agreement by either party shall have the same force and effect as a signed original of this Agreement. The Parties agree that a facsimile, PDF, or electronic signatures shall be deemed to be as valid and enforceable as original ink signatures. The Parties further agree that they may use DocuSign, or other similar electronic signature technology, to expedite the execution of this Agreement, pursuant to California Civil Code section 1633.7.

23. Rights under the Older Workers' Benefit Protection Act, 29 U.S.C. Section 626 (f)

This Agreement is intended to waive all claims of age discrimination under federal, state or local law.

a. Ancheta is advised that he has up to twenty-one (21) calendar days to consider this Agreement. Ancheta is also advised to consult with an attorney prior to signing this Agreement. Ancheta may sign and return this Agreement before the end of the 21-day review period.

b. Ancheta may revoke this agreement for a period of seven (7) calendar days following the date he signs this agreement. Any revocation within this period must be submitted, in writing, to the attention of Jeffrey K. Brown, Payne & Fears LLP and clearly state "I revoke the acceptance of the Agreement." The revocation must be received by Jeffrey K. Brown via email at jkb@paynefears.com or by mail or personal delivery at 4 Park Plaza, Suite 1100, Irvine, CA 92614 no later than the seventh (7th) day after you sign this Agreement. The Effective Date is the 8th day after you execute the Agreement, provided it has not been revoked.

c. Ancheta understands and agrees that if he fails to timely execute and return the original agreement or if he timely exercises the right of revocation provided for in the above paragraph, then Albertson's shall be relieved of all obligations under Paragraph 3 of this Agreement.

d. Ancheta agrees that any modifications made to this agreement do not restart or affect in any manner the original consideration period of up to twenty-one (21) calendar days.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL CLAIMS KNOWN AND UNKNOWN.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as follows:

RICHARD ANCHETA



Date: 11 / 22 / 2024

ALBERTSON'S LLC.



Elena Dietrich (Dec 13, 2024 11:27 PST)

By: Elena Dietrich

Title: Authorized Signer

Date: Dec 13, 2024

Title	Sherman v. Albertsons Individual Settlement Agreement...
File name	Sherman%20v.%20Al...-%20FINAL%20%.pdf
Document ID	1fe8dc50c3425aaf6e21e05a2a9e76fd78ded535
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History



11 / 22 / 2024
09:18:52 UTC-8

Sent for signature to Richard Ancheta
(rancheta952@yahoo.com) from njupillat@ilglegal.com
IP: 71.202.125.25



11 / 22 / 2024
15:00:53 UTC-8

Viewed by Richard Ancheta (rancheta952@yahoo.com)
IP: 174.227.119.212



11 / 22 / 2024
15:04:08 UTC-8

Signed by Richard Ancheta (rancheta952@yahoo.com)
IP: 174.227.119.212



COMPLETED

11 / 22 / 2024
15:04:08 UTC-8

The document has been completed.

**CONFIDENTIAL SETTLEMENT AGREEMENT AND
GENERAL RELEASE OF CLAIMS**

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PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL CLAIMS KNOWN AND UNKNOWN.

I. RECITALS

A. On or about June 22, 2023, Plaintiffs Christopher Sherman, Peter Ruiz, Richard Ancheta, and Michael Raziano initiated a putative class action against Albertson’s in the Superior Court of the State of California for the County of Los Angeles, entitled *Christopher Sherman, et al. v. Albertson’s LLC*, Case No. 23STCV14563 (the “Action”). Plaintiffs Christopher Sherman, Peter Ruiz, Richard Ancheta, and Michael Raziano will from time to time be referred to collectively herein as the “*Sherman* Plaintiffs.” In the Action, the *Sherman* Plaintiffs allege the following causes of action: (1) Failure to Reimburse Business Expenses; (2) Failure to Provide Accurate Itemized Wage Statements; (3) Failure to Timely Pay Wages Due During Employment; (4) Failure to Timely Pay Wages Due Upon Separation of Employment; (5) Violation of the Unfair Competition Law; (6) Invasion of Privacy; (7) Failure to Pay Minimum Wage; and (8) Failure to Provide Meal and Rest Periods.

B. On or about August 4, 2023, Albertson’s removed the Action to the United States District Court for the Central District of California, in which it is now designated as Case No. 2:23-cv-06377-ODW-RAO.

C. On or about January 17, 2024, the *Sherman* Plaintiffs filed a First Amended Complaint in the Action, adding causes of action for relief under the Labor Code Private Attorneys General Act (Cal. Lab. Code §§ 2698, *et seq.* [hereinafter “PAGA”]) and for Failure to Provide Paid Sick Leave in Compliance with San Diego Paid Sick Leave Ordinance and Los Angeles Paid Sick Leave Ordinance (San Diego County Municipal Code, Chapter 3, Article 9, Division 1; Los Angeles Municipal Code, Article 7, Section 187.04, *et seq.*).

D. On or about February 26, 2024, the *Sherman* Plaintiffs filed a Motion for Class Certification. This motion was denied on August 7, 2024.

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the *Sherman* Plaintiffs in the Action, or otherwise, and further denies that the *Sherman* Plaintiffs have suffered any such damages.

G. The Parties hereto desire to settle fully and finally, among other things, all differences between them, including, but in no way limited to, those differences embodied or in connection with Raziano's alleged claims in the Action and any differences that may have arisen out of Raziano's employment with Albertson's.

H. Raziano acknowledges that the terms of the settlement herein, together with the execution of the Agreement, are the result of compromise and negotiations between the Parties, and that this Agreement is entered into in good faith with the intent to fully and finally settle any disputes between them.

II. AGREEMENT

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This Agreement shall not in any way be construed as an admission of liability by Albertson's, or any Releasee (as defined below). This Agreement shall not in any way be construed as an admission by Albertson's that Raziano has any rights whatsoever against Albertson's, or any Releasee, excepted as provided by this Agreement. The Parties acknowledge that Albertson's has denied liability for any and all claims raised by Raziano in the Action.

2. Bona Fide, Good Faith Dispute

The claims being settled, released and waived herein include potential claims for invasion of privacy, which claim Albertson's disputes. Further, the Parties agree that a *bona fide*, good faith dispute exists over each of Raziano's wage claims, and specifically over whether Raziano is owed any wages or expense reimbursements above and beyond what he has been paid, and if so the amount, if any, owed.

3. Monetary Consideration

(a) As consideration for signing this Agreement and compliance with the promises made herein, Albertson's agrees to pay to Raziano the total amount of Fifteen Thousand Dollars (\$15,000.00) (the "Settlement Sum"), in the form of three (3) checks sent to Raziano's counsel at 156 South Spruce Avenue, Suite 206A, South San Francisco, CA 94080, made payable as follows:

- (a)(i) Four Thousand One Hundred Sixty-Two Dollars and Fifty Cents (\$4,162.50), payable to "Michael Raziano" in settlement of his claim for unpaid wages. This payment shall be subject to withholdings and deductions, as required by law. Albertson's will report this payment to the IRS on a IRS Form W2 issued to Michael Raziano;

- (a)(ii) Four Thousand One Hundred Sixty-Two Dollars and Fifty Cents (\$4,162.50), payable to “Michael Raziano” in settlement of non-wage claims, including restitution, penalties, and interest. This payment shall not be subject to withholdings or deductions. Albertson’s will report this payment to the IRS on an IRS Form 1099 issued to Michael Raziano. Michael Raziano will provide Albertson’s with a completed IRS Form W-9 for this payment; and
- (a)(iii) Six Thousand Six Hundred Seventy-Five Dollars and Zero Cents (\$6,675.00), payable to “ILG Legal Office, P.C.’s IOLTA Client Trust Account” in settlement of attorney’s fees and costs. This payment shall not be subject to withholdings or deductions. Albertson’s will report this payment to the IRS on an IRS Form 1099 issued to ILG Legal Office, P.C. and on an IRS Form 1099 issued to Michael Raziano. ILG Legal Office, P.C. and Michael Raziano will provide Albertson’s with their completed IRS Form W-9s for this payment.

(b) Raziano agrees that the Settlement Sum is adequate consideration for the promises and releases in this Agreement, and that he is not entitled to receive, and will not claim, any other right, benefit, expense or compensation, and expressly waives any such claim.

(c) Raziano and Albertson’s agree that no part of any payments by Albertson’s pursuant to this Agreement constitutes a fine or penalty paid to a government under any law or a payment to a government to settle any actual or potential liability for a punitive fine or penalty under any law.

(d) Albertson’s shall provide the consideration identified in this paragraph 3 within 15 business days of the Effective Date (defined in paragraph 4) or within 15 business days of receiving the following documents, whichever occurs last: (1) this Agreement appropriately signed and dated by Raziano; and (2) fully-executed tax forms for all individuals/entities receiving checks. None of the benefits set forth in this paragraph will become due or payable until Albertson’s has received from Raziano all of the items described in this paragraph.

(e) The Confidential Settlement Sum shall be inclusive of all claims for alleged lost wages, personal injuries, emotional distress damages, attorneys’ fees, costs, expenses, and all other alleged damages. The Parties hereto further agree that the mutual promises and consideration provided herein, including without limitation the releases provided below, are adequate, valid and enforceable, and that neither party shall hereafter contend that the promises and/or consideration provided herein are not adequate, valid and/or enforceable.

(f) Raziano shall be responsible for the payment of taxes, if any, in connection with the consideration described in this Paragraph above (except for any obligation by Albertson’s to pay taxes on the portion designated under the Settlement Sum as employer side taxes). Raziano understands and agrees that neither Albertson’s nor any Releasee has any duty to defend against any claim of deficiency, nor any obligation to appeal any such determination, and Raziano agrees to assume responsibility for contesting any such claim or assertion, and to

cooperate fully in the defense of any such claim or claims which is brought against Albertson's or any Releasee.

4. Effective Date

This Settlement Agreement shall be deemed effective seven (7) days after the date of execution by Raziano upon the expiration of the revocation period described in paragraph 23(b).

5. No Prior Entitlement to Consideration

Raziano acknowledges that he gives the promises and waivers described herein, and executes the releases described in Paragraph 8, in exchange for the consideration described in Paragraph 3, and that he would not otherwise be entitled to such consideration but for his promises and execution of this Agreement and the grant of releases. Raziano expressly represents and agrees that he is not entitled to any payment or benefit from Albertson's or any Releasee, as defined below, and will not claim any such other payment, benefit, or consideration.

6. Mutual Waiver of Attorneys' Fees and Costs

Raziano and Albertson's shall bear their own attorneys' fees and costs in connection with the Parties' alleged claims and execution of this Agreement. In the event any Party files a lawsuit to enforce this Agreement, then the prevailing party in that lawsuit shall be entitled to recover its reasonable costs and actual attorney fees.

7. Consultation With Counsel

Raziano represents that he has discussed all aspects of this Agreement with his attorneys to the extent that he desires; that he has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that he has been advised that he may take reasonable time for the full consideration of it as described in Paragraph 23(d) below; that he fully understands that this Agreement releases all of his claims, both known and unknown, against Albertson's and the Releasees, as defined below, and each of them; that he is voluntarily entering into this Agreement; and that he has the capacity to enter into this Agreement.

8. Release of Liability

As a material inducement to Albertson's to enter into this Agreement, Raziano, for himself and his heirs, successors, assigns and relatives by blood or marriage, forever releases Albertson's, Safeway Inc., New Albertsons, L.P., and all of their parent, subsidiary and/or affiliated companies and each of their past and present officers, directors, employees, agents, representatives, attorneys, insurers, parent corporations, subsidiary corporations, related entities, assigns, successors and predecessors, contractors, and all persons acting by, through, under or in concert with any of them (the "Releasees") from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including back wages, bonuses, stock options, and attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, rights arising out of alleged violations of any contract, express or implied (including but not limited to any contract of

employment, partnership, independent contractor, fiduciary, special or confidential relationship); any covenant of good faith and fair dealing (express or implied); any tort, including fraud and deceit, negligent misrepresentation, promise without intent to perform, conversion, breach of fiduciary duty, defamation, libel, slander, invasion of privacy, negligence, intentional or negligent infliction of emotional distress, malicious prosecution, abuse of process, intentional or negligent interference with prospective economic advantage, and conspiracy; any “wrongful discharge” and “constructive discharge” claims; any claims of retaliation; any claims of harassment; any claims relating to any breach of public policy; any violations or breaches of corporate by-laws; any claims set forth in the Civil Dispute; any legal restrictions on Albertson’s or any Releasee’s rights to take employment actions of any kind; or any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex and national origin discrimination); (2) 42 U.S.C. §§ 1981 *et seq.* (discrimination); (3) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634 (age discrimination); (4) the California Fair Employment and Housing Act (discrimination in employment and/or housing, including race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age or sexual orientation), Cal. Gov’t. Code §§ 12900 *et seq.*; (5) Executive Order 11246 (race, color, religion, sex and national origin discrimination); (6) Executive Order 11141 (age discrimination); (7) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (8) California Labor Code Sections 200, *et seq.* (claims for wages, bonuses, vacation pay, penalties, etc.); (9) California Industrial Welfare Commission Orders (minimum wage, overtime, etc.); (10) Labor Code Sections 970, *et seq.* (misrepresentation of employment conditions); (11) Labor Code Sections 1050-1057 (false statements); (12) Civil Code Sections 44, *et seq.* (libel and slander); (13) California Labor Code Section 432.5 (agreement to illegal terms of employment); (14) the Employee Retirement Income Security Act (Title 29 U.S.C.A. § 1000, *et seq.*); (15) Labor Code §§ 206.5 and 2802; (16) Civil Code § 56.20; and (17) claims under California Labor, Government, Business and Professions, and Health and Safety Codes (collectively “Claim” or “Claims”), which Raziano now has, had or may have against Albertson’s and Releasees, arising prior to the execution of this Agreement.

Nothing in this Agreement waives:

- a. claims for unemployment compensation benefits;
- b. claims for workers’ compensation benefits (but it does release all California Labor Code Section 132(a) claims and California worker’s compensation discrimination claims);
- c. claims for vested rights under ERISA-covered employee benefit plans as applicable on your Separation Date;
- d. claims which cannot be released by private agreement, including any rights under California Labor Code Section 2802 for indemnification of expenses or losses incurred in discharging your duties, however, Raziano acknowledges that he has already received reimbursement from Albertson’s for all expenses he incurred up to the date of his execution of this Agreement; or

e. Raziano's right to file a charge or complaint with, participate in an investigation or proceeding conducted by, providing information to, or otherwise assisting the Equal Employment Opportunity Commission, National Labor Relations Board, U.S. Securities and Exchange Commission, or any other federal, state or local agency charged with the enforcement of any laws, or from exercising rights under Section 7 of the National Labor Relations Act ("NLRA") to engage in concerted activity with other employees, although to the maximum extent permitted by law, by signing this Settlement Agreement, Raziano is waiving rights to individual relief (including front pay, back pay, reinstatement or other legal or equitable relief) based on claims asserted in such a charge or complaint or other proceeding brought by Raziano or on his behalf by any third party, except for any right Raziano may have to receive a payment from a government agency (and not Albertson's) for information provided to the government agency. Nothing in this Agreement is intended to prevent Raziano from exercising rights under Sections 7 or 8 of the NLRA to report unlawful labor practices to the National Labor Relations Board.

Raziano further understands that nothing contained herein shall preclude him from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that he has reason to believe is unlawful, or from providing truthful information and testimony: (a) to government authorities; (b) in any legal proceedings; (c) or as otherwise required by law (including, specifically, the provisions of California Code of Civil Procedure section 1001 and California Government Code section 12964.5(a)(1)(B)(ii), which states: "Nothing in this agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.").

9. Knowing and Voluntary Waiver

Raziano expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

For the purpose of implementing a full and complete release and discharge of Albertson's and the Releasees, Raziano expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims of which Raziano does not know or suspects to exist in his favor against any of the Releasees, at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such Claim or Claims. Nothing in this Agreement is intended to waive or release any claim or potential claim that cannot be waived or released under applicable California or federal law.

10. Covenant Not to Sue

Raziano warrants that he will not hereafter file or participate as a claimant in any lawsuit, claims, or charges of any kind, including as representative plaintiff for claims made under the California Private Attorneys General Act (“PAGA”), California Labor Code section 2699 *et seq.*, whether brought individually or as a class, collective or representative action, against Albertson’s or any Releasee with any entity, state or federal court, agency or department, for any alleged acts, omissions and/or events, whether now known or unknown, that have or may have occurred prior to the effective date of this Agreement. Raziano further agrees that he will not be a member of any class or representative action for claims made under PAGA in any forum seeking relief against Albertson’s and Releasees based on claims released by this Agreement, and that even if a court or arbitrator in such a class or representative action rules that Raziano may not waive a claim released by this Agreement, Raziano will not accept any money damages or other relief other than the relief provided herein.

11. Dismissal of the Action

As part of this Agreement, Raziano expressly acknowledges Raziano’s obligation to take all steps necessary to ensure prompt dismissal of the Action. Within five (5) court days of receipt of the Settlement Sum, Raziano’s counsel will file with the United States District Court – Central District a stipulation for dismissal with Prejudice of the Action, except for the PAGA Claim (Ninth Claim), which shall be dismissed with Prejudice as to the named Plaintiffs only and without Prejudice as to any and all other allegedly aggrieved employees. Raziano authorizes and instructs Raziano’s counsel to sign and provide counsel for Albertson’s all documents necessary to effectuate such dismissal.

12. Confidentiality

(a) Raziano and his attorneys and agents represent and agree that, with the exception of any civil judicial action where disclosure of this Agreement is ordered by the court, or where disclosure is compelled by law or government audit, or in any workers’ compensation proceeding in which disclosure is either necessary or required, they have and will keep the nature, terms, amount and existence of this Agreement strictly confidential, and that they have not already disclosed, discussed, or revealed and will not hereafter disclose, discuss, or reveal any information concerning the nature, terms and existence of this Agreement to any other person, entity, or organization, except that Raziano may disclose this information to his spouse or domestic partner, personal legal counsel and professional accountant or tax advisor, as necessary, all of whom will be bound by this confidentiality provision; Raziano may make such disclosure only if he beforehand advises such person(s) of this confidentiality provision and the fact that they are bound by it as well. Raziano is to advise Albertson’s of any request or demand for disclosure in any civil judicial action immediately upon learning of it so that Albertson’s will be afforded a full opportunity to intervene, to object and to take any other action necessary to protect the confidentiality of this Agreement.

(b) In the event that Raziano, his spouse or domestic partner, his attorneys or his accountants, as applicable, violate or breach the above confidentiality term of this Agreement, Raziano agrees to pay, as liquidated damages and not as a penalty, \$1,000 for each such breach. The foregoing liquidated damages sum represents a reasonable estimate of the

minimum actual damages which would be suffered as a result of any breach of the specified terms and is not punitive in any way. The parties to this Agreement further represent and agree that the liquidated damages provision contained in this paragraph is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such breach of this term would be difficult to ascertain with specificity.

(c) In response to any inquiries about Raziano's alleged claims against Albertson's, and their resolution, Raziano may only say, "The matter has been resolved." No person bound by this confidentiality term may characterize the resolution of this matter in any other way.

(d) The Parties agree that the U.S. District Court for the Central District of California shall retain jurisdiction to enforce the terms of this Agreement. This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to federal rules of procedure, but shall be filed under seal if so filed.

13. No Other Claims

Raziano agrees that he will not pursue against Albertson's, or any Releasee, the Claims, or any claims arising out of or relating to Raziano's relationship with Albertson's up to the Effective Date of this document, including but not limited to, those claims that have been or could have been asserted with the Action and those claims that could have been asserted in any other claim or complaint both as an individual or class basis in any other forum.

Raziano further represents and warrants that he has not filed or initiated any complaints, charges, lawsuits, or proceedings of any kind against Albertson's, or any Releasee with any governmental agency or any court, other than the following: (1) Raziano's National Labor Relations Board (the "NLRB") charge, Case No. 21-CB-288973; and (2) Raziano's Notice of California Labor Code Violations filed with the California Labor and Workforce Development Agency on or around September 8, 2023. Raziano further represents and warrants that he is not aware of any injury, grievance, or other ground for such claim, charge, lawsuit or proceeding against Albertson's, other than the foregoing claims, charges, lawsuits, and proceedings.

Raziano agrees that if any agency or court assumes jurisdiction of any complaint, charge, lawsuit, appeal or proceeding of any kind against Albertson's, or any Releasee on Raziano's behalf regarding matters released in this Agreement, Raziano will immediately notify such agency or court that he waives his right to recover monetary damages, compensation or other individual relief in any charge, complaint or lawsuit filed by him or by anyone else on his behalf. If necessary, Raziano will advise the agency or court of the existence of this Agreement, but will not voluntarily offer information regarding the terms of the Agreement.

14. No Further Representations

Raziano represents and acknowledges that in executing this Agreement, he does not rely and has not relied upon any representation or statement not set forth in this Agreement made by Albertson's, the Releasees or by any of their agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement.

15. Binding Effect

This Agreement shall be binding upon all Parties, and shall inure to the benefit of the respective assigns and successors in interest of the Parties, and each of them.

16. No Assignment of Claims

Raziano represents and warrants that he has not assigned or otherwise transferred or subrogated, or purported to assign, transfer or subrogate, to any person or entity, any claim or portion thereof, or interest therein Raziano may have, against Albertson's or any Releasee. Raziano agrees to hold Albertson's and the Releasees harmless from and against any and all liability, loss, demands, claims, damages, costs, expenses or attorneys' fees incurred by Albertson's or the Releasees as the result of any person or entity asserting any such right, assignment, transfer or subrogation.

17. Severability

All provisions of this Agreement are severable. To the extent that any party to this Agreement claims, asserts or establishes through legal challenge that any term or terms of this Agreement are not legally enforceable or valid, then to the extent that this Agreement provides specific consideration for such allegedly unenforceable or invalid term, such consideration shall be tendered and returned in full to the party who tendered such consideration.

18. Final Agreement

The Parties understand that this Agreement (and all of its terms) is final and binding when it is executed, and further agree not to challenge or object to its enforceability, or the enforceability of any of its terms, thereafter.

19. Joint Participation in Preparation of Agreement

Each party has had the opportunity to revise, comment upon and redraft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

20. Further Acts

The Parties, without further consideration, shall execute and deliver such other documents and take such other action as may be necessary to achieve the objectives of this Agreement.

21. Governing Law

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. If any action or motion is filed or commenced to enforce this Agreement, the prevailing party in

such enforcement proceeding or motion shall be entitled to his or its attorney fees and reasonable costs expended by the enforcement efforts.

22. Counterparts

This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one original. A signed facsimile/electronically transmitted version of this Agreement by either party shall have the same force and effect as a signed original of this Agreement. The Parties agree that a facsimile, PDF, or electronic signatures shall be deemed to be as valid and enforceable as original ink signatures. The Parties further agree that they may use DocuSign, or other similar electronic signature technology, to expedite the execution of this Agreement, pursuant to California Civil Code section 1633.7.

23. Rights under the Older Workers' Benefit Protection Act, 29 U.S.C. Section 626 (f)

This Agreement is intended to waive all claims of age discrimination under federal, state or local law.

a. Raziano is advised that he has up to twenty-one (21) calendar days to consider this Agreement. Raziano is also advised to consult with an attorney prior to signing this Agreement. Raziano may sign and return this Agreement before the end of the 21-day review period.

b. Raziano may revoke this agreement for a period of seven (7) calendar days following the date he signs this agreement. Any revocation within this period must be submitted, in writing, to the attention of Jeffrey K. Brown, Payne & Fears LLP and clearly state "I revoke the acceptance of the Agreement." The revocation must be received by Jeffrey K. Brown via email at jkb@paynefears.com or by mail or personal delivery at 4 Park Plaza, Suite 1100, Irvine, CA 92614 no later than the seventh (7th) day after you sign this Agreement. The Effective Date is the 8th day after you execute the Agreement, provided it has not been revoked.

c. Raziano understands and agrees that if he fails to timely execute and return the original agreement or if he timely exercises the right of revocation provided for in the above paragraph, then Albertson's shall be relieved of all obligations under Paragraph 3 of this Agreement.

d. Raziano agrees that any modifications made to this agreement do not restart or affect in any manner the original consideration period of up to twenty-one (21) calendar days.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL CLAIMS KNOWN AND UNKNOWN.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as follows:

MICHAEL RAZIANO

Michael Raziano

Date: 11 / 24 / 2024

ALBERTSON'S LLC.

Sarrie Devore

By: Sarrie Devore

Title: Authorized Signer

Date: Dec 17, 2024

4876-8157-0810, v. 2

Title	Sherman v. Albertsons Individual Settlement Agreement...
File name	Sherman%20v.%20Al...-%20FINAL%20%.pdf
Document ID	463fd085081337dbdfdc1e3952bab288fc34c6a
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History



SENT

11 / 22 / 2024

09:19:37 UTC-8

Sent for signature to Michael Raziano
(michaelraziano@yahoo.com) from njupillat@ilglegal.com
IP: 71.202.125.25



VIEWED

11 / 22 / 2024

09:28:23 UTC-8

Viewed by Michael Raziano (michaelraziano@yahoo.com)
IP: 47.150.48.72



SIGNED

11 / 24 / 2024

08:35:04 UTC-8

Signed by Michael Raziano (michaelraziano@yahoo.com)
IP: 47.150.48.72



COMPLETED

11 / 24 / 2024

08:35:04 UTC-8

The document has been completed.

**CONFIDENTIAL SETTLEMENT AGREEMENT AND
GENERAL RELEASE OF CLAIMS**

This Confidential Settlement Agreement and General Release (hereinafter “Agreement”) is made and entered into by and between Peter Ruiz (“Ruiz”), on the one hand, and Albertson’s LLC (“Albertson’s”) on the other hand. (Albertson’s and Ruiz will be referred to collectively herein as the “Parties”).

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL CLAIMS KNOWN AND UNKNOWN.

I. RECITALS

A. On or about June 22, 2023, Plaintiffs Christopher Sherman, Peter Ruiz, Richard Ancheta, and Michael Raziano initiated a putative class action against Albertson’s in the Superior Court of the State of California for the County of Los Angeles, entitled *Christopher Sherman, et al. v. Albertson’s LLC*, Case No. 23STCV14563 (the “Action”). Plaintiffs Christopher Sherman, Peter Ruiz, Richard Ancheta, and Michael Raziano will from time to time be referred to collectively herein as the “*Sherman* Plaintiffs.” In the Action, the *Sherman* Plaintiffs allege the following causes of action: (1) Failure to Reimburse Business Expenses; (2) Failure to Provide Accurate Itemized Wage Statements; (3) Failure to Timely Pay Wages Due During Employment; (4) Failure to Timely Pay Wages Due Upon Separation of Employment; (5) Violation of the Unfair Competition Law; (6) Invasion of Privacy; (7) Failure to Pay Minimum Wage; and (8) Failure to Provide Meal and Rest Periods.

B. On or about August 4, 2023, Albertson’s removed the Action to the United States District Court for the Central District of California, in which it is now designated as Case No. 2:23-cv-06377-ODW-RAO.

C. On or about January 17, 2024, the *Sherman* Plaintiffs filed a First Amended Complaint in the Action, adding causes of action for relief under the Labor Code Private Attorneys General Act (Cal. Lab. Code §§ 2698, *et seq.* [hereinafter “PAGA”]) and for Failure to Provide Paid Sick Leave in Compliance with San Diego Paid Sick Leave Ordinance and Los Angeles Paid Sick Leave Ordinance (San Diego County Municipal Code, Chapter 3, Article 9, Division 1; Los Angeles Municipal Code, Article 7, Section 187.04, *et seq.*).

D. On or about February 26, 2024, the *Sherman* Plaintiffs filed a Motion for Class Certification. This motion was denied on August 7, 2024.

E. On or about October 7, 2024, the Parties filed a Joint Stipulation to dismiss, with prejudice, the *Sherman* Plaintiffs’ Eighth Cause of Action for Failure to Provide Meal and Rest Periods. On or about October 10, 2024, the Court entered an order granting the Parties’ Joint Stipulation and dismissed the *Sherman* Plaintiffs’ Eighth Cause of Action for Failure to Provide Meal and Rest Periods, with prejudice.

F. The Parties acknowledge that a good faith dispute exists relating to the claims alleged in the Action. Albertson’s denies all of the *Sherman* Plaintiffs’ allegations and denies that it has any legal or equitable responsibility for the damages, wages, or penalties alleged by

the *Sherman* Plaintiffs in the Action, or otherwise, and further denies that the *Sherman* Plaintiffs have suffered any such damages.

G. The Parties hereto desire to settle fully and finally, among other things, all differences between them, including, but in no way limited to, those differences embodied or in connection with Ruiz's alleged claims in the Action and any differences that may have arisen out of Ruiz's employment with Albertson's.

H. Ruiz acknowledges that the terms of the settlement herein, together with the execution of the Agreement, are the result of compromise and negotiations between the Parties, and that this Agreement is entered into in good faith with the intent to fully and finally settle any disputes between them.

II. AGREEMENT

In consideration of the promises and covenants below, including, but not limited to, the General Release of Claims, and for other good and valuable consideration as set forth in this Agreement, Ruiz and Albertson's agree as follows:

1. Non-Admission of Liability

This Agreement shall not in any way be construed as an admission of liability by Albertson's, or any Releasee (as defined below). This Agreement shall not in any way be construed as an admission by Albertson's that Ruiz has any rights whatsoever against Albertson's, or any Releasee, excepted as provided by this Agreement. The Parties acknowledge that Albertson's has denied liability for any and all claims raised by Ruiz in the Action.

2. Bona Fide, Good Faith Dispute

The claims being settled, released and waived herein include potential claims for invasion of privacy, which claim Albertson's disputes. Further, the Parties agree that a *bona fide*, good faith dispute exists over each of Ruiz's wage claims, and specifically over whether Ruiz is owed any wages or expense reimbursements above and beyond what he has been paid, and if so the amount, if any, owed.

3. Monetary Consideration

(a) As consideration for signing this Agreement and compliance with the promises made herein, Albertson's agrees to pay to Ruiz the total amount of Fifteen Thousand Dollars (\$15,000.00) (the "Settlement Sum"), in the form of three (3) checks sent to Ruiz's counsel at 156 South Spruce Avenue, Suite 206A, South San Francisco, CA 94080, made payable as follows:

- (a)(i) Four Thousand One Hundred Sixty-Two Dollars and Fifty Cents (\$4,162.50), payable to "Peter Ruiz" in settlement of his claim for unpaid wages. This payment shall be subject to withholdings and deductions, as required by law. Albertson's will report this payment to the IRS on a IRS Form W2 issued to Peter Ruiz;

- (a)(ii) Four Thousand One Hundred Sixty-Two Dollars and Fifty Cents (\$4,162.50), payable to “Peter Ruiz” in settlement of non-wage claims, including restitution, penalties, and interest. This payment shall not be subject to withholdings or deductions. Albertson’s will report this payment to the IRS on an IRS Form 1099 issued to Peter Ruiz. Peter Ruiz will provide Albertson’s with a completed IRS Form W-9 for this payment; and
- (a)(iii) Six Thousand Six Hundred Seventy-Five Dollars and Zero Cents (\$6,675.00), payable to “ILG Legal Office, P.C.’s IOLTA Client Trust Account” in settlement of attorney’s fees and costs. This payment shall not be subject to withholdings or deductions. Albertson’s will report this payment to the IRS on an IRS Form 1099 issued to ILG Legal Office, P.C. and on an IRS Form 1099 issued to Peter Ruiz. ILG Legal Office, P.C. and Peter Ruiz will provide Albertson’s with their completed IRS Form W-9s for this payment.

(b) Ruiz agrees that the Settlement Sum is adequate consideration for the promises and releases in this Agreement, and that he is not entitled to receive, and will not claim, any other right, benefit, expense or compensation, and expressly waives any such claim.

(c) Ruiz and Albertson’s agree that no part of any payments by Albertson’s pursuant to this Agreement constitutes a fine or penalty paid to a government under any law or a payment to a government to settle any actual or potential liability for a punitive fine or penalty under any law.

(d) Albertson’s shall provide the consideration identified in this paragraph 3 within 15 business days of the Effective Date (defined in paragraph 4) or within 15 business days of receiving the following documents, whichever occurs last: (1) this Agreement appropriately signed and dated by Ruiz; and (2) fully-executed tax forms for all individuals/entities receiving checks. None of the benefits set forth in this paragraph will become due or payable until Albertson’s has received from Ruiz all of the items described in this paragraph.

(e) The Confidential Settlement Sum shall be inclusive of all claims for alleged lost wages, personal injuries, emotional distress damages, attorneys’ fees, costs, expenses, and all other alleged damages. The Parties hereto further agree that the mutual promises and consideration provided herein, including without limitation the releases provided below, are adequate, valid and enforceable, and that neither party shall hereafter contend that the promises and/or consideration provided herein are not adequate, valid and/or enforceable.

(f) Ruiz shall be responsible for the payment of taxes, if any, in connection with the consideration described in this Paragraph above (except for any obligation by Albertson’s to pay taxes on the portion designated under the Settlement Sum as employer side taxes). Ruiz understands and agrees that neither Albertson’s nor any Releasee has any duty to defend against any claim of deficiency, nor any obligation to appeal any such determination, and Ruiz agrees to assume responsibility for contesting any such claim or assertion, and to cooperate

fully in the defense of any such claim or claims which is brought against Albertson's or any Releasee.

4. Effective Date

This Settlement Agreement shall be deemed effective seven (7) days after the date of execution by Ruiz upon the expiration of the revocation period described in paragraph 23(b).

5. No Prior Entitlement to Consideration

Ruiz acknowledges that he gives the promises and waivers described herein, and executes the releases described in Paragraph 8, in exchange for the consideration described in Paragraph 3, and that he would not otherwise be entitled to such consideration but for his promises and execution of this Agreement and the grant of releases. Ruiz expressly represents and agrees that he is not entitled to any payment or benefit from Albertson's or any Releasee, as defined below, and will not claim any such other payment, benefit, or consideration.

6. Mutual Waiver of Attorneys' Fees and Costs

Ruiz and Albertson's shall bear their own attorneys' fees and costs in connection with the Parties' alleged claims and execution of this Agreement. In the event any Party files a lawsuit to enforce this Agreement, then the prevailing party in that lawsuit shall be entitled to recover its reasonable costs and actual attorney fees.

7. Consultation With Counsel

Ruiz represents that he has discussed all aspects of this Agreement with his attorneys to the extent that he desires; that he has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that he has been advised that he may take reasonable time for the full consideration of it as described in Paragraph 23(d) below; that he fully understands that this Agreement releases all of his claims, both known and unknown, against Albertson's and the Releasees, as defined below, and each of them; that he is voluntarily entering into this Agreement; and that he has the capacity to enter into this Agreement.

8. Release of Liability

As a material inducement to Albertson's to enter into this Agreement, Ruiz, for himself and his heirs, successors, assigns and relatives by blood or marriage, forever releases Albertson's, Safeway Inc., New Albertsons, L.P., and all of their parent, subsidiary and/or affiliated companies and each of their past and present officers, directors, employees, agents, representatives, attorneys, insurers, parent corporations, subsidiary corporations, related entities, assigns, successors and predecessors, contractors, and all persons acting by, through, under or in concert with any of them (the "Releasees") from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including back wages, bonuses, stock options, and attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, rights arising out of alleged violations of any contract, express or implied (including but not limited to any contract of

employment, partnership, independent contractor, fiduciary, special or confidential relationship); any covenant of good faith and fair dealing (express or implied); any tort, including fraud and deceit, negligent misrepresentation, promise without intent to perform, conversion, breach of fiduciary duty, defamation, libel, slander, invasion of privacy, negligence, intentional or negligent infliction of emotional distress, malicious prosecution, abuse of process, intentional or negligent interference with prospective economic advantage, and conspiracy; any “wrongful discharge” and “constructive discharge” claims; any claims of retaliation; any claims of harassment; any claims relating to any breach of public policy; any violations or breaches of corporate by-laws; any claims set forth in the Civil Dispute; any legal restrictions on Albertson’s or any Releasee’s rights to take employment actions of any kind; or any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex and national origin discrimination); (2) 42 U.S.C. §§ 1981 *et seq.* (discrimination); (3) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634 (age discrimination); (4) the California Fair Employment and Housing Act (discrimination in employment and/or housing, including race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age or sexual orientation), Cal. Gov’t. Code §§ 12900 *et seq.*; (5) Executive Order 11246 (race, color, religion, sex and national origin discrimination); (6) Executive Order 11141 (age discrimination); (7) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (8) California Labor Code Sections 200, *et seq.* (claims for wages, bonuses, vacation pay, penalties, etc.); (9) California Industrial Welfare Commission Orders (minimum wage, overtime, etc.); (10) Labor Code Sections 970, *et seq.* (misrepresentation of employment conditions); (11) Labor Code Sections 1050-1057 (false statements); (12) Civil Code Sections 44, *et seq.* (libel and slander); (13) California Labor Code Section 432.5 (agreement to illegal terms of employment); (14) the Employee Retirement Income Security Act (Title 29 U.S.C.A. § 1000, *et seq.*); (15) Labor Code §§ 206.5 and 2802; (16) Civil Code § 56.20; and (17) claims under California Labor, Government, Business and Professions, and Health and Safety Codes (collectively “Claim” or “Claims”), which Ruiz now has, had or may have against Albertson’s and Releasees, arising prior to the execution of this Agreement.

Nothing in this Agreement waives:

- a. claims for unemployment compensation benefits;
- b. claims for workers’ compensation benefits (but it does release all California Labor Code Section 132(a) claims and California worker’s compensation discrimination claims);
- c. claims for vested rights under ERISA-covered employee benefit plans as applicable on your Separation Date;
- d. claims which cannot be released by private agreement, including any rights under California Labor Code Section 2802 for indemnification of expenses or losses incurred in discharging your duties, however, Ruiz acknowledges that he has already received reimbursement from Albertson’s for all expenses he incurred up to the date of his execution of this Agreement; or

e. Ruiz's right to file a charge or complaint with, participate in an investigation or proceeding conducted by, providing information to, or otherwise assisting the Equal Employment Opportunity Commission, National Labor Relations Board, U.S. Securities and Exchange Commission, or any other federal, state or local agency charged with the enforcement of any laws, or from exercising rights under Section 7 of the National Labor Relations Act ("NLRA") to engage in concerted activity with other employees, although to the maximum extent permitted by law, by signing this Settlement Agreement, Ruiz is waiving rights to individual relief (including front pay, back pay, reinstatement or other legal or equitable relief) based on claims asserted in such a charge or complaint or other proceeding brought by Ruiz or on his behalf by any third party, except for any right Ruiz may have to receive a payment from a government agency (and not Albertson's) for information provided to the government agency. Nothing in this Agreement is intended to prevent Ruiz from exercising rights under Sections 7 or 8 of the NLRA to report unlawful labor practices to the National Labor Relations Board.

Ruiz further understands that nothing contained herein shall preclude him from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that he has reason to believe is unlawful, or from providing truthful information and testimony: (a) to government authorities; (b) in any legal proceedings; (c) or as otherwise required by law (including, specifically, the provisions of California Code of Civil Procedure section 1001 and California Government Code section 12964.5(a)(1)(B)(ii), which states: "Nothing in this agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.").

9. Knowing and Voluntary Waiver

Ruiz expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

For the purpose of implementing a full and complete release and discharge of Albertson's and the Releasees, Ruiz expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims of which Ruiz does not know or suspects to exist in his favor against any of the Releasees, at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such Claim or Claims. Nothing in this Agreement is intended to waive or release any claim or potential claim that cannot be waived or released under applicable California or federal law.

10. Covenant Not to Sue

Ruiz warrants that he will not hereafter file or participate as a claimant in any lawsuit, claims, or charges of any kind, including as representative plaintiff for claims made under the

California Private Attorneys General Act (“PAGA”), California Labor Code section 2699 *et seq.*, whether brought individually or as a class, collective or representative action, against Albertson’s or any Releasee with any entity, state or federal court, agency or department, for any alleged acts, omissions and/or events, whether now known or unknown, that have or may have occurred prior to the effective date of this Agreement. Ruiz further agrees that he will not be a member of any class or representative action for claims made under PAGA in any forum seeking relief against Albertson’s and Releasees based on claims released by this Agreement, and that even if a court or arbitrator in such a class or representative action rules that Ruiz may not waive a claim released by this Agreement, Ruiz will not accept any money damages or other relief other than the relief provided herein.

11. Dismissal of the Action

As part of this Agreement, Ruiz expressly acknowledges Ruiz’s obligation to take all steps necessary to ensure prompt dismissal of the Action. Within five (5) court days of receipt of the Settlement Sum, Ruiz’s counsel will file with the United States District Court – Central District a stipulation for dismissal with Prejudice of the Action, except for the PAGA Claim (Ninth Claim), which shall be dismissed with Prejudice as to the named Plaintiffs only and without Prejudice as to any and all other allegedly aggrieved employees. Ruiz authorizes and instructs Ruiz’s counsel to sign and provide counsel for Albertson’s all documents necessary to effectuate such dismissal.

12. Confidentiality

(a) Ruiz and his attorneys and agents represent and agree that, with the exception of any civil judicial action where disclosure of this Agreement is ordered by the court, or where disclosure is compelled by law or government audit, or in any workers’ compensation proceeding in which disclosure is either necessary or required, they have and will keep the nature, terms, amount and existence of this Agreement strictly confidential, and that they have not already disclosed, discussed, or revealed and will not hereafter disclose, discuss, or reveal any information concerning the nature, terms and existence of this Agreement to any other person, entity, or organization, except that Ruiz may disclose this information to his spouse or domestic partner, personal legal counsel and professional accountant or tax advisor, as necessary, all of whom will be bound by this confidentiality provision; Ruiz may make such disclosure only if he beforehand advises such person(s) of this confidentiality provision and the fact that they are bound by it as well. Ruiz is to advise Albertson’s of any request or demand for disclosure in any civil judicial action immediately upon learning of it so that Albertson’s will be afforded a full opportunity to intervene, to object and to take any other action necessary to protect the confidentiality of this Agreement.

(b) In the event that Ruiz, his spouse or domestic partner, his attorneys or his accountants, as applicable, violate or breach the above confidentiality term of this Agreement, Ruiz agrees to pay, as liquidated damages and not as a penalty, \$1,000 for each such breach. The foregoing liquidated damages sum represents a reasonable estimate of the minimum actual damages which would be suffered as a result of any breach of the specified terms and is not punitive in any way. The parties to this Agreement further represent and agree that the liquidated damages provision contained in this paragraph is fair and reasonable in light of the

fact that the actual damages that would be suffered as the result of any such breach of this term would be difficult to ascertain with specificity.

(c) In response to any inquiries about Ruiz's alleged claims against Albertson's, and their resolution, Ruiz may only say, "The matter has been resolved." No person bound by this confidentiality term may characterize the resolution of this matter in any other way.

(d) The Parties agree that the U.S. District Court for the Central District of California shall retain jurisdiction to enforce the terms of this Agreement. This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to federal rules of procedure, but shall be filed under seal if so filed.

13. No Other Claims

Ruiz agrees that he will not pursue against Albertson's, or any Releasee, the Claims, or any claims arising out of or relating to Ruiz's relationship with Albertson's up to the Effective Date of this document, including but not limited to, those claims that have been or could have been asserted with the Action and those claims that could have been asserted in any other claim or complaint both as an individual or class basis in any other forum.

Ruiz further represents and warrants that he has not filed or initiated any complaints, charges, lawsuits, or proceedings of any kind against Albertson's, or any Releasee with any governmental agency or any court, other than the following: Ruiz's Notice of California Labor Code Violations filed with the California Labor and Workforce Development Agency on or around September 8, 2023. Ruiz further represents and warrants that he is not aware of any injury, grievance, or other ground for such claim, charge, lawsuit or proceeding against Albertson's, other than the foregoing claims, charges, lawsuits, and proceedings.

Ruiz agrees that if any agency or court assumes jurisdiction of any complaint, charge, lawsuit, appeal or proceeding of any kind against Albertson's, or any Releasee on Ruiz's behalf regarding matters released in this Agreement, Ruiz will immediately notify such agency or court that he waives his right to recover monetary damages, compensation or other individual relief in any charge, complaint or lawsuit filed by him or by anyone else on his behalf. If necessary, Ruiz will advise the agency or court of the existence of this Agreement, but will not voluntarily offer information regarding the terms of the Agreement.

14. No Further Representations

Ruiz represents and acknowledges that in executing this Agreement, he does not rely and has not relied upon any representation or statement not set forth in this Agreement made by Albertson's, the Releasees or by any of their agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement.

15. Binding Effect

This Agreement shall be binding upon all Parties, and shall inure to the benefit of the respective assigns and successors in interest of the Parties, and each of them.

16. No Assignment of Claims

Ruiz represents and warrants that he has not assigned or otherwise transferred or subrogated, or purported to assign, transfer or subrogate, to any person or entity, any claim or portion thereof, or interest therein Ruiz may have, against Albertson's or any Releasee. Ruiz agrees to hold Albertson's and the Releasees harmless from and against any and all liability, loss, demands, claims, damages, costs, expenses or attorneys' fees incurred by Albertson's or the Releasees as the result of any person or entity asserting any such right, assignment, transfer or subrogation.

17. Severability

All provisions of this Agreement are severable. To the extent that any party to this Agreement claims, asserts or establishes through legal challenge that any term or terms of this Agreement are not legally enforceable or valid, then to the extent that this Agreement provides specific consideration for such allegedly unenforceable or invalid term, such consideration shall be tendered and returned in full to the party who tendered such consideration.

18. Final Agreement

The Parties understand that this Agreement (and all of its terms) is final and binding when it is executed, and further agree not to challenge or object to its enforceability, or the enforceability of any of its terms, thereafter.

19. Joint Participation in Preparation of Agreement

Each party has had the opportunity to revise, comment upon and redraft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

20. Further Acts

The Parties, without further consideration, shall execute and deliver such other documents and take such other action as may be necessary to achieve the objectives of this Agreement.

21. Governing Law

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. If any action or motion is filed or commenced to enforce this Agreement, the prevailing party in such enforcement proceeding or motion shall be entitled to his or its attorney fees and reasonable costs expended by the enforcement efforts.

22. Counterparts

This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one original. A signed facsimile/electronically transmitted version of this Agreement by either party shall have the same force and effect as a signed original of this Agreement. The Parties agree that a facsimile, PDF, or electronic signatures shall be deemed to be as valid and enforceable as original ink signatures. The Parties further agree that they may use DocuSign, or other similar electronic signature technology, to expedite the execution of this Agreement, pursuant to California Civil Code section 1633.7.

23. Rights under the Older Workers' Benefit Protection Act, 29 U.S.C. Section 626 (f)

This Agreement is intended to waive all claims of age discrimination under federal, state or local law.

a. Ruiz is advised that he has up to twenty-one (21) calendar days to consider this Agreement. Ruiz is also advised to consult with an attorney prior to signing this Agreement. Ruiz may sign and return this Agreement before the end of the 21-day review period.

b. Ruiz may revoke this agreement for a period of seven (7) calendar days following the date he signs this agreement. Any revocation within this period must be submitted, in writing, to the attention of Jeffrey K. Brown, Payne & Fears LLP and clearly state "I revoke the acceptance of the Agreement." The revocation must be received by Jeffrey K. Brown via email at jkb@paynefears.com or by mail or personal delivery at 4 Park Plaza, Suite 1100, Irvine, CA 92614 no later than the seventh (7th) day after you sign this Agreement. The Effective Date is the 8th day after you execute the Agreement, provided it has not been revoked.

c. Ruiz understands and agrees that if he fails to timely execute and return the original agreement or if he timely exercises the right of revocation provided for in the above paragraph, then Albertson's shall be relieved of all obligations under Paragraph 3 of this Agreement.

d. Ruiz agrees that any modifications made to this agreement do not restart or affect in any manner the original consideration period of up to twenty-one (21) calendar days.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL CLAIMS KNOWN AND UNKNOWN.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as follows:

PETER RUIZ



Date: 11 / 24 / 2024

ALBERTSON'S LLC.

Elena Dietrich

Elena Dietrich (Dec 13, 2024 11:25 PST)

By: Elena Dietrich

Title: Authorized Signer

Date: Dec 13, 2024

4861-0883-9418, v. 2

4861-0883-9418.2

Title	Sherman v. Albertsons Individual Settlement Agreement (Ruiz)...
File name	Sherman%20v.%20Al...0FINAL%20%20%.pdf
Document ID	360103c5ecce6fd81e23be47e4a73a6a05c558ca
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was requested from app.clio.com

Document History



SENT

11 / 22 / 2024

09:20:21 UTC-8

Sent for signature to Peter Ruiz (pralejandro30@yahoo.com)
from njupillat@ilglegal.com
IP: 71.202.125.25



VIEWED

11 / 22 / 2024

13:24:49 UTC-8

Viewed by Peter Ruiz (pralejandro30@yahoo.com)
IP: 174.194.135.58



SIGNED

11 / 24 / 2024

22:01:13 UTC-8

Signed by Peter Ruiz (pralejandro30@yahoo.com)
IP: 97.94.120.28



COMPLETED

11 / 24 / 2024

22:01:13 UTC-8

The document has been completed.

**CONFIDENTIAL SETTLEMENT AGREEMENT AND
GENERAL RELEASE OF CLAIMS**

This Confidential Settlement Agreement and General Release (hereinafter “Agreement”) is made and entered into by and between Christopher Sherman (“Sherman”), on the one hand, and Albertson’s LLC (“Albertson’s”) on the other hand. (Albertson’s and Sherman will be referred to collectively herein as the “Parties”).

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL CLAIMS KNOWN AND UNKNOWN.

I. RECITALS

A. On or about June 22, 2023, Plaintiffs Christopher Sherman, Peter Ruiz, Richard Ancheta, and Michael Raziano initiated a putative class action against Albertson’s in the Superior Court of the State of California for the County of Los Angeles, entitled *Christopher Sherman, et al. v. Albertson’s LLC*, Case No. 23STCV14563 (the “Action”). Plaintiffs Christopher Sherman, Peter Ruiz, Richard Ancheta, and Michael Raziano will from time to time be referred to collectively herein as the “*Sherman* Plaintiffs.” In the Action, the *Sherman* Plaintiffs allege the following causes of action: (1) Failure to Reimburse Business Expenses; (2) Failure to Provide Accurate Itemized Wage Statements; (3) Failure to Timely Pay Wages Due During Employment; (4) Failure to Timely Pay Wages Due Upon Separation of Employment; (5) Violation of the Unfair Competition Law; (6) Invasion of Privacy; (7) Failure to Pay Minimum Wage; and (8) Failure to Provide Meal and Rest Periods.

B. On or about August 4, 2023, Albertson’s removed the Action to the United States District Court for the Central District of California, in which it is now designated as Case No. 2:23-cv-06377-ODW-RAO.

C. On or about January 17, 2024, the *Sherman* Plaintiffs filed a First Amended Complaint in the Action, adding causes of action for relief under the Labor Code Private Attorneys General Act (Cal. Lab. Code §§ 2698, *et seq.* [hereinafter “PAGA”]) and for Failure to Provide Paid Sick Leave in Compliance with San Diego Paid Sick Leave Ordinance and Los Angeles Paid Sick Leave Ordinance (San Diego County Municipal Code, Chapter 3, Article 9, Division 1; Los Angeles Municipal Code, Article 7, Section 187.04, *et seq.*).

D. On or about February 26, 2024, the *Sherman* Plaintiffs filed a Motion for Class Certification. This motion was denied on August 7, 2024.

E. On or about October 7, 2024, the Parties filed a Joint Stipulation to dismiss, with prejudice, the *Sherman* Plaintiffs’ Eighth Cause of Action for Failure to Provide Meal and Rest Periods. On or about October 10, 2024, the Court entered an order granting the Parties’ Joint Stipulation and dismissed the *Sherman* Plaintiffs’ Eighth Cause of Action for Failure to Provide Meal and Rest Periods, with prejudice.

F. The Parties acknowledge that a good faith dispute exists relating to the claims alleged in the Action. Albertson’s denies all of the *Sherman* Plaintiffs’ allegations and denies that it has any legal or equitable responsibility for the damages, wages, or penalties alleged by

the *Sherman* Plaintiffs in the Action, or otherwise, and further denies that the *Sherman* Plaintiffs have suffered any such damages.

G. The Parties hereto desire to settle fully and finally, among other things, all differences between them, including, but in no way limited to, those differences embodied or in connection with Sherman's alleged claims in the Action and any differences that may have arisen out of Sherman's employment with Albertson's.

H. Sherman acknowledges that the terms of the settlement herein, together with the execution of the Agreement, are the result of compromise and negotiations between the Parties, and that this Agreement is entered into in good faith with the intent to fully and finally settle any disputes between them.

II. AGREEMENT

In consideration of the promises and covenants below, including, but not limited to, the General Release of Claims, and for other good and valuable consideration as set forth in this Agreement, Sherman and Albertson's agree as follows:

1. Non-Admission of Liability

This Agreement shall not in any way be construed as an admission of liability by Albertson's, or any Releasee (as defined below). This Agreement shall not in any way be construed as an admission by Albertson's that Sherman has any rights whatsoever against Albertson's, or any Releasee, excepted as provided by this Agreement. The Parties acknowledge that Albertson's has denied liability for any and all claims raised by Sherman in the Action.

2. Bona Fide, Good Faith Dispute

The claims being settled, released and waived herein include potential claims for invasion of privacy, which claim Albertson's disputes. Further, the Parties agree that a *bona fide*, good faith dispute exists over each of Sherman's wage claims, and specifically over whether Sherman is owed any wages or expense reimbursements above and beyond what he has been paid, and if so the amount, if any, owed.

3. Monetary Consideration

(a) As consideration for signing this Agreement and compliance with the promises made herein, Albertson's agrees to pay to Sherman the total amount of Fifteen Thousand Dollars (\$15,000.00) (the "Settlement Sum"), in the form of three (3) checks sent to Sherman's counsel at 156 South Spruce Avenue, Suite 206A, South San Francisco, CA 94080, made payable as follows:

- (a)(i) Four Thousand One Hundred Sixty-Two Dollars and Fifty Cents (\$4,162.50), payable to "Christopher Sherman" in settlement of his claim for unpaid wages. This payment shall be subject to withholdings and deductions, as required by law. Albertson's will report this payment to the IRS on a IRS Form W2 issued to Christopher Sherman;

- (a)(ii) Four Thousand One Hundred Sixty-Two Dollars and Fifty Cents (\$4,162.50), payable to “Christopher Sherman” in settlement of non-wage claims, including restitution, penalties, and interest. This payment shall not be subject to withholdings or deductions. Albertson’s will report this payment to the IRS on an IRS Form 1099 issued to Christopher Sherman. Christopher Sherman will provide Albertson’s with a completed IRS Form W-9 for this payment; and
- (a)(iii) Six Thousand Six Hundred Seventy-Five Dollars and Zero Cents (\$6,675.00), payable to “ILG Legal Office, P.C.’s IOLTA Client Trust Account” in settlement of attorney’s fees and costs. This payment shall not be subject to withholdings or deductions. Albertson’s will report this payment to the IRS on an IRS Form 1099 issued to ILG Legal Office, P.C. and on an IRS Form 1099 issued to Christopher Sherman. ILG Legal Office, P.C. and Christopher Sherman will provide Albertson’s with their completed IRS Form W-9s for this payment.

(b) Sherman agrees that the Settlement Sum is adequate consideration for the promises and releases in this Agreement, and that he is not entitled to receive, and will not claim, any other right, benefit, expense or compensation, and expressly waives any such claim.

(c) Sherman and Albertson’s agree that no part of any payments by Albertson’s pursuant to this Agreement constitutes a fine or penalty paid to a government under any law or a payment to a government to settle any actual or potential liability for a punitive fine or penalty under any law.

(d) Albertson’s shall provide the consideration identified in this paragraph 3 within 15 business days of the Effective Date (defined in paragraph 4) or within 15 business days of receiving the following documents, whichever occurs last: (1) this Agreement appropriately signed and dated by Sherman; and (2) fully-executed tax forms for all individuals/entities receiving checks. None of the benefits set forth in this paragraph will become due or payable until Albertson’s has received from Sherman all of the items described in this paragraph.

(e) The Confidential Settlement Sum shall be inclusive of all claims for alleged lost wages, personal injuries, emotional distress damages, attorneys’ fees, costs, expenses, and all other alleged damages. The Parties hereto further agree that the mutual promises and consideration provided herein, including without limitation the releases provided below, are adequate, valid and enforceable, and that neither party shall hereafter contend that the promises and/or consideration provided herein are not adequate, valid and/or enforceable.

(f) Sherman shall be responsible for the payment of taxes, if any, in connection with the consideration described in this Paragraph above (except for any obligation by Albertson’s to pay taxes on the portion designated under the Settlement Sum as employer side taxes). Sherman understands and agrees that neither Albertson’s nor any Releasee has any duty to defend against any claim of deficiency, nor any obligation to appeal any such determination,

and Sherman agrees to assume responsibility for contesting any such claim or assertion, and to cooperate fully in the defense of any such claim or claims which is brought against Albertson's or any Releasee.

4. Effective Date

This Settlement Agreement shall be deemed effective seven (7) days after the date of execution by Sherman upon the expiration of the revocation period described in paragraph 23(b).

5. No Prior Entitlement to Consideration

Sherman acknowledges that he gives the promises and waivers described herein, and executes the releases described in Paragraph 8, in exchange for the consideration described in Paragraph 3, and that he would not otherwise be entitled to such consideration but for his promises and execution of this Agreement and the grant of releases. Sherman expressly represents and agrees that he is not entitled to any payment or benefit from Albertson's or any Releasee, as defined below, and will not claim any such other payment, benefit, or consideration.

6. Mutual Waiver of Attorneys' Fees and Costs

Sherman and Albertson's shall bear their own attorneys' fees and costs in connection with the Parties' alleged claims and execution of this Agreement. In the event any Party files a lawsuit to enforce this Agreement, then the prevailing party in that lawsuit shall be entitled to recover its reasonable costs and actual attorney fees.

7. Consultation With Counsel

Sherman represents that he has discussed all aspects of this Agreement with his attorneys to the extent that he desires; that he has carefully read and fully understands the scope and effect of all of the provisions of this Agreement; that he has been advised that he may take reasonable time for the full consideration of it as described in Paragraph 23(d) below; that he fully understands that this Agreement releases all of his claims, both known and unknown, against Albertson's and the Releasees, as defined below, and each of them; that he is voluntarily entering into this Agreement; and that he has the capacity to enter into this Agreement.

8. Release of Liability

As a material inducement to Albertson's to enter into this Agreement, Sherman, for himself and his heirs, successors, assigns and relatives by blood or marriage, forever releases Albertson's, Safeway Inc., New Albertsons, L.P., and all of their parent, subsidiary and/or affiliated companies and each of their past and present officers, directors, employees, agents, representatives, attorneys, insurers, parent corporations, subsidiary corporations, related entities, assigns, successors and predecessors, contractors, and all persons acting by, through, under or in concert with any of them (the "Releasees") from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including back wages, bonuses, stock options, and attorneys' fees and costs actually incurred) of any nature whatsoever, known or unknown, suspected or unsuspected, including, but not limited to, rights arising out of alleged

violations of any contract, express or implied (including but not limited to any contract of employment, partnership, independent contractor, fiduciary, special or confidential relationship); any covenant of good faith and fair dealing (express or implied); any tort, including fraud and deceit, negligent misrepresentation, promise without intent to perform, conversion, breach of fiduciary duty, defamation, libel, slander, invasion of privacy, negligence, intentional or negligent infliction of emotional distress, malicious prosecution, abuse of process, intentional or negligent interference with prospective economic advantage, and conspiracy; any “wrongful discharge” and “constructive discharge” claims; any claims of retaliation; any claims of harassment; any claims relating to any breach of public policy; any violations or breaches of corporate by-laws; any claims set forth in the Civil Dispute; any legal restrictions on Albertson’s or any Releasee’s rights to take employment actions of any kind; or any federal, state or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex and national origin discrimination); (2) 42 U.S.C. §§ 1981 *et seq.* (discrimination); (3) the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634 (age discrimination); (4) the California Fair Employment and Housing Act (discrimination in employment and/or housing, including race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, age or sexual orientation), Cal. Gov’t. Code §§ 12900 *et seq.*; (5) Executive Order 11246 (race, color, religion, sex and national origin discrimination); (6) Executive Order 11141 (age discrimination); (7) Sections 503 and 504 of the Rehabilitation Act of 1973 (handicap discrimination); (8) California Labor Code Sections 200, *et seq.* (claims for wages, bonuses, vacation pay, penalties, etc.); (9) California Industrial Welfare Commission Orders (minimum wage, overtime, etc.); (10) Labor Code Sections 970, *et seq.* (misrepresentation of employment conditions); (11) Labor Code Sections 1050-1057 (false statements); (12) Civil Code Sections 44, *et seq.* (libel and slander); (13) California Labor Code Section 432.5 (agreement to illegal terms of employment); (14) the Employee Retirement Income Security Act (Title 29 U.S.C.A. § 1000, *et seq.*); (15) Labor Code §§ 206.5 and 2802; (16) Civil Code § 56.20; and (17) claims under California Labor, Government, Business and Professions, and Health and Safety Codes (collectively “Claim” or “Claims”), which Sherman now has, had or may have against Albertson’s and Releasees, arising prior to the execution of this Agreement.

Nothing in this Agreement waives:

- a. claims for unemployment compensation benefits;
- b. claims for workers’ compensation benefits (but it does release all California Labor Code Section 132(a) claims and California worker’s compensation discrimination claims);
- c. claims for vested rights under ERISA-covered employee benefit plans as applicable on your Separation Date;
- d. claims which cannot be released by private agreement, including any rights under California Labor Code Section 2802 for indemnification of expenses or losses incurred in discharging your duties, however, Sherman acknowledges that he has already received reimbursement from Albertson’s for all expenses he incurred up to the date of his execution of this Agreement; or

e. Sherman's right to file a charge or complaint with, participate in an investigation or proceeding conducted by, providing information to, or otherwise assisting the Equal Employment Opportunity Commission, National Labor Relations Board, U.S. Securities and Exchange Commission, or any other federal, state or local agency charged with the enforcement of any laws, or from exercising rights under Section 7 of the National Labor Relations Act ("NLRA") to engage in concerted activity with other employees, although to the maximum extent permitted by law, by signing this Settlement Agreement, Sherman is waiving rights to individual relief (including front pay, back pay, reinstatement or other legal or equitable relief) based on claims asserted in such a charge or complaint or other proceeding brought by Sherman or on his behalf by any third party, except for any right Sherman may have to receive a payment from a government agency (and not Albertson's) for information provided to the government agency. Nothing in this Agreement is intended to prevent Sherman from exercising rights under Sections 7 or 8 of the NLRA to report unlawful labor practices to the National Labor Relations Board.

Sherman further understands that nothing contained herein shall preclude him from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that he has reason to believe is unlawful, or from providing truthful information and testimony: (a) to government authorities; (b) in any legal proceedings; (c) or as otherwise required by law (including, specifically, the provisions of California Code of Civil Procedure section 1001 and California Government Code section 12964.5(a)(1)(B)(ii), which states: "Nothing in this agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful.").

9. Knowing and Voluntary Waiver

Sherman expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of such specific waiver of Section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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

For the purpose of implementing a full and complete release and discharge of Albertson's and the Releasees, Sherman expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all Claims of which Sherman does not know or suspects to exist in his favor against any of the Releasees, at the time of execution hereof, and that this Agreement contemplates the extinguishment of any such Claim or Claims. Nothing in this Agreement is intended to waive or release any claim or potential claim that cannot be waived or released under applicable California or federal law.

10. Covenant Not to Sue

Sherman warrants that he will not hereafter file or participate as a claimant in any lawsuit, claims, or charges of any kind, including as representative plaintiff for claims made under the California Private Attorneys General Act (“PAGA”), California Labor Code section 2699 *et seq.*, whether brought individually or as a class, collective or representative action, against Albertson’s or any Releasee with any entity, state or federal court, agency or department, for any alleged acts, omissions and/or events, whether now known or unknown, that have or may have occurred prior to the effective date of this Agreement. Sherman further agrees that he will not be a member of any class or representative action for claims made under PAGA in any forum seeking relief against Albertson’s and Releasees based on claims released by this Agreement, and that even if a court or arbitrator in such a class or representative action rules that Sherman may not waive a claim released by this Agreement, Sherman will not accept any money damages or other relief other than the relief provided herein.

11. Dismissal of the Action

As part of this Agreement, Sherman expressly acknowledges Sherman’s obligation to take all steps necessary to ensure prompt dismissal of the Action. Within five (5) court days of receipt of the Settlement Sum, Sherman’s counsel will file with the United States District Court – Central District a stipulation for dismissal with Prejudice of the Action, except for the PAGA Claim (Ninth Claim), which shall be dismissed with Prejudice as to the named Plaintiffs only and without Prejudice as to any and all other allegedly aggrieved employees. Sherman authorizes and instructs Sherman’s counsel to sign and provide counsel for Albertson’s all documents necessary to effectuate such dismissal.

12. Confidentiality

(a) Sherman and his attorneys and agents represent and agree that, with the exception of any civil judicial action where disclosure of this Agreement is ordered by the court, or where disclosure is compelled by law or government audit, or in any workers’ compensation proceeding in which disclosure is either necessary or required, they have and will keep the nature, terms, amount and existence of this Agreement strictly confidential, and that they have not already disclosed, discussed, or revealed and will not hereafter disclose, discuss, or reveal any information concerning the nature, terms and existence of this Agreement to any other person, entity, or organization, except that Sherman may disclose this information to his spouse or domestic partner, personal legal counsel and professional accountant or tax advisor, as necessary, all of whom will be bound by this confidentiality provision; Sherman may make such disclosure only if he beforehand advises such person(s) of this confidentiality provision and the fact that they are bound by it as well. Sherman is to advise Albertson’s of any request or demand for disclosure in any civil judicial action immediately upon learning of it so that Albertson’s will be afforded a full opportunity to intervene, to object and to take any other action necessary to protect the confidentiality of this Agreement.

(b) In the event that Sherman, his spouse or domestic partner, his attorneys or his accountants, as applicable, violate or breach the above confidentiality term of this Agreement, Sherman agrees to pay, as liquidated damages and not as a penalty, \$1,000 for each such breach. The foregoing liquidated damages sum represents a reasonable estimate of the

minimum actual damages which would be suffered as a result of any breach of the specified terms and is not punitive in any way. The parties to this Agreement further represent and agree that the liquidated damages provision contained in this paragraph is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such breach of this term would be difficult to ascertain with specificity.

(c) In response to any inquiries about Sherman's alleged claims against Albertson's, and their resolution, Sherman may only say, "The matter has been resolved." No person bound by this confidentiality term may characterize the resolution of this matter in any other way.

(d) The Parties agree that the U.S. District Court for the Central District of California shall retain jurisdiction to enforce the terms of this Agreement. This Agreement is admissible and subject to disclosure for the purpose of enforcing this Agreement pursuant to federal rules of procedure, but shall be filed under seal if so filed.

13. No Other Claims

Sherman agrees that he will not pursue against Albertson's, or any Releasee, the Claims, or any claims arising out of or relating to Sherman's relationship with Albertson's up to the Effective Date of this document, including but not limited to, those claims that have been or could have been asserted with the Action and those claims that could have been asserted in any other claim or complaint both as an individual or class basis in any other forum.

Sherman further represents and warrants that he has not filed or initiated any complaints, charges, lawsuits, or proceedings of any kind against Albertson's, or any Releasee with any governmental agency or any court, other than the following: (1) Sherman's National Labor Relations Board (the "NLRB") charge, Case No. 21-CB-303429; (2) Sherman's NLRB charge, Case No. 21-CB-303441; and (3) Sherman's Notice of California Labor Code Violations filed with the California Labor and Workforce Development Agency on or around September 8, 2023. Sherman further represents and warrants that he is not aware of any injury, grievance, or other ground for such claim, charge, lawsuit or proceeding against Albertson's, other than the foregoing claims, charges, lawsuits, and proceedings.

Sherman agrees that if any agency or court assumes jurisdiction of any complaint, charge, lawsuit, appeal or proceeding of any kind against Albertson's, or any Releasee on Sherman's behalf regarding matters released in this Agreement, Sherman will immediately notify such agency or court that he waives his right to recover monetary damages, compensation or other individual relief in any charge, complaint or lawsuit filed by him or by anyone else on his behalf. If necessary, Sherman will advise the agency or court of the existence of this Agreement, but will not voluntarily offer information regarding the terms of the Agreement.

14. No Further Representations

Sherman represents and acknowledges that in executing this Agreement, he does not rely and has not relied upon any representation or statement not set forth in this Agreement made by Albertson's, the Releasees or by any of their agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement.

15. Binding Effect

This Agreement shall be binding upon all Parties, and shall inure to the benefit of the respective assigns and successors in interest of the Parties, and each of them.

16. No Assignment of Claims

Sherman represents and warrants that he has not assigned or otherwise transferred or subrogated, or purported to assign, transfer or subrogate, to any person or entity, any claim or portion thereof, or interest therein Sherman may have, against Albertson's or any Releasee. Sherman agrees to hold Albertson's and the Releasees harmless from and against any and all liability, loss, demands, claims, damages, costs, expenses or attorneys' fees incurred by Albertson's or the Releasees as the result of any person or entity asserting any such right, assignment, transfer or subrogation.

17. Severability

All provisions of this Agreement are severable. To the extent that any party to this Agreement claims, asserts or establishes through legal challenge that any term or terms of this Agreement are not legally enforceable or valid, then to the extent that this Agreement provides specific consideration for such allegedly unenforceable or invalid term, such consideration shall be tendered and returned in full to the party who tendered such consideration.

18. Final Agreement

The Parties understand that this Agreement (and all of its terms) is final and binding when it is executed, and further agree not to challenge or object to its enforceability, or the enforceability of any of its terms, thereafter.

19. Joint Participation in Preparation of Agreement

Each party has had the opportunity to revise, comment upon and redraft this Agreement. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

20. Further Acts

The Parties, without further consideration, shall execute and deliver such other documents and take such other action as may be necessary to achieve the objectives of this Agreement.

21. Governing Law

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. If any action or motion is filed or commenced to enforce this Agreement, the prevailing party in

such enforcement proceeding or motion shall be entitled to his or its attorney fees and reasonable costs expended by the enforcement efforts.

22. Counterparts

This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one original. A signed facsimile/electronically transmitted version of this Agreement by either party shall have the same force and effect as a signed original of this Agreement. The Parties agree that a facsimile, PDF, or electronic signatures shall be deemed to be as valid and enforceable as original ink signatures. The Parties further agree that they may use DocuSign, or other similar electronic signature technology, to expedite the execution of this Agreement, pursuant to California Civil Code section 1633.7.

23. Rights under the Older Workers' Benefit Protection Act, 29 U.S.C. Section 626 (f)

This Agreement is intended to waive all claims of age discrimination under federal, state or local law.

a. Sherman is advised that he has up to twenty-one (21) calendar days to consider this Agreement. Sherman is also advised to consult with an attorney prior to signing this Agreement. Sherman may sign and return this Agreement before the end of the 21-day review period.

b. Sherman may revoke this agreement for a period of seven (7) calendar days following the date he signs this agreement. Any revocation within this period must be submitted, in writing, to the attention of Jeffrey K. Brown, Payne & Fears LLP and clearly state "I revoke the acceptance of the Agreement." The revocation must be received by Jeffrey K. Brown via email at jkb@paynefears.com or by mail or personal delivery at 4 Park Plaza, Suite 1100, Irvine, CA 92614 no later than the seventh (7th) day after you sign this Agreement. The Effective Date is the 8th day after you execute the Agreement, provided it has not been revoked.

c. Sherman understands and agrees that if he fails to timely execute and return the original agreement or if he timely exercises the right of revocation provided for in the above paragraph, then Albertson's shall be relieved of all obligations under Paragraph 3 of this Agreement.

d. Sherman agrees that any modifications made to this agreement do not restart or affect in any manner the original consideration period of up to twenty-one (21) calendar days.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL CLAIMS KNOWN AND UNKNOWN.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as follows:

CHRISTOPHER SHERMAN



Date: 11 / 26 / 2024

ALBERTSON'S LLC.

Elena Dietrich

Elena Dietrich (Dec 13, 2024 11:26 PST)

By: Elena Dietrich

Title: Authorized Signer

Date: Dec 13, 2024

Title	Sherman v. Albertsons Individual Settlement Agreement...
File name	Sherman%20v.%20Al...-%20FINAL%20%.pdf
Document ID	6118e1d96a8154b2a3169d112325dbf62a3230c9
Audit trail date format	MM / DD / YYYY
Status	● Signed

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Sent for signature to Chris Sherman (cwsherman76@yahoo.com) from njupillat@ilglegal.com
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Signed by Chris Sherman (cwsherman76@yahoo.com)
IP: 104.28.85.165



COMPLETED

11 / 26 / 2024
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The document has been completed.