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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

ANA RODRIGUEZ TAPIA, as an individual and on behalf of all others similarly situated, Plaintiff, vs. FRANCO WHOLE FOODS, LLC, a California limited liability company; and DOES 1 through 100, inclusive, Defendants.	Case No. 37-2023-00046908-CU-OE-CTL [*Assigned for all purposes to the Hon. Gregory W. Pollack, Dept. C-71*] **DECLARATION OF MAYRA GONZALEZ WITH RESPECT TO NOTICE AND SETTLEMENTADMINISTRATION** Date: October 10, 2025 Time: 9:30 a.m. Dept.: C-71

DECLARATION OF MAYRA GONZALEZ

I, Mayra Gonzalez, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators ("Phoenix"), the Court-appointed Class Action Settlement Administrator for *Ana Rodriguez Tapia v. Franco Whole Foods, LLC* (the "Action"). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform class administration duties in this Action. Pursuant to the Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement" or "Settlement") for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Notice of Pendency of Class Action and Proposed Settlement* ("Notice"); (ii) responding to inquiries from Settlement Class members; (iii) calculating the number of weeks each Class Member worked during the period between October 27, 2019 and March 11, 2025 ("Class Period") and the number of pay periods that each Aggrieved Employee worked during the time period from October 30, 2022 through March 11, 2025 ("PAGA Period"); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement ("Requests for Exclusion"), written objections to the Class Settlement ("Objections"), and/or dispute regarding the number of Workweeks submitted by Settlement Class members; (v) calculating the Net Settlement Amount and the Individual Settlement Shares to Settlement Class members; (vi) calculating and issuing the Individual Settlement Payments and distributing them to Settlement Class members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for attorneys' fees and costs, the Service Award to Plaintiff, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On June 9, 2025, Phoenix received a data file from Defense Counsel that contained names, last known addresses, phone numbers, Social Security numbers, the dates of employment and the number of workweeks worked by each Settlement Class Member while employed during

the Class Period ("Class List"). The final mailing list contained 212 individuals identified as Settlement Class members, with a total of 18,160 workweeks.

4. On June 24, 2025, Phoenix conducted a National Change of Address ("NCOA") search in an attempt to update the class list of addresses as accurately as possible. A search of this database provides updated addresses for any individual who has moved in the previous four (4) years and notified the U.S. Postal Service of their change of address. As a result of the NCOA search, Phoenix was able to locate 11 updated addresses.

5. On June 24, 2025, Phoenix mailed the Notice via U.S. first class mail, in English and Spanish, to all 212 Settlement Class members on the Class List. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

6. As of the date of this declaration, 46 Notices have been returned to Phoenix. Zero were returned with a forwarding address. For the 46 Notices returned from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing address using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing. Of the 46 Notices that were skip traced, 35 updated addresses were obtained, and the Notice was promptly re-mailed to those Settlement Class members via first class mail.

7. As of the date of this declaration, eleven (11) Notices remain undeliverable.

8. As of the date of this declaration, Phoenix has received <u>zero (0) Requests for Exclusion</u> from Settlement Class Members. The deadline to request exclusion from the Class Settlement was August 25, 2025.

9. As of the date of this declaration, Phoenix has received <u>zero (0) Notices of Objection</u> from Settlement Class members. The deadline for objecting to the Class Settlement was August 25, 2025.

10. As of the date of this declaration, Phoenix has received <u>zero (0) Workweek disputes</u> from Settlement Class members. The deadline for submitting a dispute was August 25, 2025.

11. There are 212 Settlement Class Members who received the Notice and did not submit timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members,

representing 100% of the Class. Settlement Class Members have worked a collective total of 18,160 Workweeks during the Class Period.

12. The Escalator Clause of the Settlement Agreement provides that if the total number of workweeks worked by Class Members exceeds 15,000 by more than 10% during the period from October 27, 2019 through November 13, 2024, the Gross Settlement Amount shall be increased on a pro-rata basis. The total number of workweeks during this period was 15,359, and therefore the Escalator Clause was not triggered.

13. The Net Settlement Amount of $165,257.70 available to pay Settlement Class members was determined by subtracting the requested Class Counsel attorneys' fees ($110,000.00), and Class Counsel costs ($9,292.30), requested Service Award to Plaintiff Ana Rodriguez Tapia ($7,500.00), the payment to the LWDA for its share of civil penalties ($22,500.00), the payment to Aggrieved Employees for their share of civil penalties ($7,500.00), and the requested Settlement Administration Costs ($7,950.00) from the Gross Settlement Amount ($330,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately $2,550.62, the lowest Individual Settlement Share to be paid is approximately $0.64, while the average Individual Settlement Share to be paid is approximately $779.52. Settlement Class members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

15. Additionally, $30,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75 %, or $22,500.00, shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25 %, or $7,500.00, of which shall be paid to all current and former hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period. There are 164 Aggrieved Employees who worked a total of 5,156 pay periods during the PAGA Period. The highest Individual PAGA Payment to be paid is approximately $89.66 the lowest Individual PAGA Payment to be paid is approximately $0.10 and the average Individual PAGA Payment to be paid is approximately $45.73.

16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes in addition to the Gross Settlement Amount.

17. Phoenix's costs associated with the administration of this matter are $7,950.00. This includes all costs incurred to date, including completing the mailing in both English and Spanish to the 212 Class Members, as well as estimated costs involved in completing the settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as **Exhibit B**.

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

Executed this 8th day of September 2025, at Orange, California.

Mayra Gonzalez

MAYRA GONZALEZ

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ANA RODRIGUEZ TAPIA, Plaintiff, vs. FRANCO WHOLE FOODS, LLC., a California limited liability company; and Does 1 through 100, Defendants.	Case No. 37-2023-00046908-CU-OE-CTL **NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT**

To: All current and former non-exempt direct hire and non-direct hire employees of Defendant Franco Whole Foods, LLC ("Defendant") who worked in the State of California during the time period of October 17, 2019 until March 11, 2025. Collectively, these employees will be referred to as "Settlement Class members."

PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the "Settlement") in *Ana Rodriguez Tapia v. Franco Whole Foods, LLC*, Case No. 37-2023-00046908-CU-OE-CTL (the "Lawsuit"). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant's records show that you were employed as a non-exempt direct-hire or non-direct hire employee of Franco Whole Foods, LLC during the time period of October 27, 2019 through March 11, 2025 (the "Class Period"). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Ana Rodriguez Tapia ("Plaintiff") brought this Lawsuit against Defendant Franco Whole Foods, LLC ("Defendant"), seeking to assert claims on behalf of a class of current and former non-exempt direct-hire or non-direct hire employee of Franco Whole Foods, LLC during the time period of October 27, 2019 through March 11, 2025. Plaintiff Ana Rodriguez Tapia is known as the "Class Representative," and her attorneys, who also represent the interests of all Settlement Class members, are known as "Class Counsel."

The Lawsuit alleges that Defendant failed provide pay all minimum and overtime wages owed, and failed to provide all required meal and rest periods. The Lawsuit also alleges that Defendant failed to provide Settlement Class members with itemized wage statements in compliance with California law. As a result of the foregoing alleged violations, Plaintiff also alleges that Defendant failed to pay all wages owed upon termination, engaged in unfair business practices, and is liable for civil penalties under the Labor Code Private Attorney General Act.

Defendant denies that it has done anything wrong. Defendant further denies that it owes Settlement Class members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Defendant, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses. However, to avoid additional expense, inconvenience, and interference with their business operations, Defendant has concluded that it is in its best interests and the interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. After Defendant provided relevant information to Class Counsel, the Settlement was reached after mediation between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Defendant, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Defendant, your decision about whether to participate in the Settlement will not affect your employment. California law and Defendant's policies strictly prohibit unlawful retaliation. Defendant will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of the Settlement Class member's decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for the Plaintiff / Settlement Class Members:	Attorneys for Defendant Franco Whole Foods, LLC
LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com Tiara Gose-Hardy tgose@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com **HAINES LAW GROUP, APC** Paul K. Haines phaines@haineslawgroup.com 155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	**BUCHALTER, A PROFESSIONAL CORPORATION** Terry A. Warren Alicia A. Belock Taylor K. King 655 West Broadway, Suite 1600 San Diego, California 92101 twarren@buchalter.com abelock@buchalter.com tking@buchalter.com Tel: (619) 219-5335

What are the terms of the Settlement?

On May 23, 2025, the Court preliminarily certified a class, for settlement purposes only, of all current and former non-exempt direct-hire or non-direct hire employee of Franco Whole Foods, LLC during the time period of October 27, 2019 through March 11, 2025. Settlement Class members who do not opt out of the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Defendant as described below.

Defendant has agreed to pay $330,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, which includes payments to Settlement Class members, attorneys’ fees and expenses, payment to the Labor Workforce Development Agency (“LWDA”), settlement administration costs, the Class Representative’s Service Award and monies to be paid to the LWDA. Defendant’s share of employer-side payroll taxes associated with any wage payments to Settlement Class members shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount.

The following deductions from the Gross Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. The Court has approved setting aside up to $7,950.00 from the Gross Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Gross Settlement Amount, which is currently estimated to be $110,000.00, as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement in an amount not to exceed $15,000.00 for verified costs Class Counsel incurred in connection with the Lawsuit.

Service Award to Class Representative. Class Counsel will ask the Court to award the Class Representative a service award in the amount not to exceed $7,500.00, to compensate her for her service and extra work provided on behalf of the Settlement Class members.

LWDA Payment. Class Counsel will ask the Court to approve a payment in the total amount of $30,000.00 as and for alleged civil penalties, payable pursuant to the California Labor Code Private Attorney General Act (“PAGA”). Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or $22,500.00 will be payable to the LWDA, and the remaining twenty-five percent (25%), or $7,500.00, will be payable to certain Settlement Class members as the “PAGA Amount,” as described below.

Calculation of Individual Settlement Class Members’ Settlement Award. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount (“NSA”), which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The NSA is estimated at approximately **$159,550.00** to be shared among an up to 212 estimated Settlement Class members.

The NSA will be divided as follows: Each participating Settlement Class Member shall receive a proportionate settlement share based upon the number of Workweeks the Settlement Class Member worked during the Class Period, the numerator of which is the Settlement Class Member's total Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all Settlement Class Members (who do not opt out) who worked during the Class Period.

In addition, Seven Thousand Five Hundred Dollars and Zero Cents ($7,500.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as described above. Each Settlement Class Member who was employed by Defendant at any time from October 30, 2022 and March 11, 2025 is a PAGA Employee and shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during the period of October 30, 2022 and March 11, 2025, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Employee's number of pay periods worked during the time period from October 30, 2022 and March 11, 2025, and the denominator of which is the total number of pay periods worked by all PAGA Employees during the time period of October 30, 2022 and March 11, 2025.

Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Settlement Awards will be mailed to all Settlement Class members who did not submit a valid and timely Request for Exclusion in approximately November 24, 2025.

If you submit a Request for Exclusion, you will still receive a proportionate share of the PAGA Payment regardless of whether you exclude yourself from the Settlement if you are a PAGA Employee.

Each Settlement Class Member and PAGA Employee who receives a Settlement Award must cash the check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class Members or PAGA Employees who checks were not cashed within 180 days after mailing will be transferred to the California State Controller's Office - Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Employee.

Payment by Defendant of the Gross Settlement Amount. The Gross Settlement Amount shall be paid by Defendant to the Settlement Administrator within thirty (30) days after the Effective Date.

The "Effective Date" is defined as the latter of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members have been filed; (b) the time for appeal has expired if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution of any appeal that has been filed.

Based on the above, the Gross Settlement Amount is expected to be paid by approximately November 10, 2025.

Within ten (10) calendar days following Defendant's deposit of the Gross Settlement Amount and required employer-side payroll taxes with the Settlement Administrator, the Settlement Administrator will calculate Settlement Award amounts and provide the same to counsel for the Parties for review and approval. Within seven (7) calendar days of approval by counsel for the Parties, the Settlement Administrator will prepare and mail Settlement Awards, less applicable taxes and withholdings, to Participating Settlement Class members.

Allocation and Taxes. For tax purposes, each Settlement Award shall be allocated as follows: eighty percent (80%) as penalties and interest; and twenty percent (20%) as wages. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Awards. The Settlement Administrator, Defendant and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. If the Court approves the Settlement, the Settlement Class, and each Settlement Class member except those who timely and properly submit a Request for Exclusion as set forth below) will fully and forever completely release and discharge Defendant, and all of its past and present owners, officers, directors, shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties") from any and all claims, demands, rights, liabilities and causes of action that were pled in the operative First Amended Complaint or arising from the same operative facts and/or allegations as those set forth in the operative First Amended Complaint in the Action, that arose during the Class Period defined above including with respect to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal periods; (d) failure to authorize and permit all rest periods; (e) failure to provide accurate, itemized wage statements; (f) failure to pay all wages owed upon termination; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the "Released Claims")

The time period of the Release shall be the same time as the Class Period.

PAGA Release and PAGA Employees. If the Court approves the Settlement, all PAGA Employees (including employees who submit a Request for Exclusion and Plaintiff), will release and forever discharge all claims, demands, rights, liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004 against the Released Parties based on the following (and as alleged in the letter to the Labor & Workforce Development Agency ("LWDA") dated October 30, 2023): (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal periods; (d) failure to authorize and permit all rest periods; (e) failure to provide accurate, itemized wage statements; (f) failure to pay all wages owed upon termination, that of which occurred during the PAGA Period (collectively, "PAGA Released Claim")

PAGA Employees includes all current and former non-exempt direct-hire or non-direct hire employee of Franco Whole Foods, LLC during the time period of October 30, 2022 through March 11, 2025. The time period of the PAGA Released Claim is October 30, 2022 and March 11, 2025 ("PAGA Period").

The releases are null and void if Defendant fails to fully fund the Gross Settlement Amount.

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your share of the Settlement based on the proportionate number of workweeks you worked during the Class Period (as explained above), and as stated in the accompanying Notice of Settlement Award. You also will be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your award is based on the proportionate number of Workweeks you worked during the Class Period. The information contained in Defendant's records regarding all of these factors, along with your estimated Settlement Award, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **August 25, 2025**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator's decision regarding any dispute will be final.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written "Request for Exclusion from the Class Action Settlement" letter or card postmarked no later than **August 25, 2025**, with your name, address, telephone number, last four digits of your social security number, and your signature. The Request for Exclusion should state:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE RODRIGUEZ TAPIA V. FRANCO WHOLE FOODS LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS ACTION SETTLEMENT OF THIS LAWSUIT."

Send the Request for Exclusion directly to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773. Any person who files a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

You will still receive a portion of the PAGA Amount if you submit a Request for Exclusion and be bound by the PAGA Release.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection must include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Written objections must be postmarked on or before **August 25, 2025**.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for October 10, 2025 at 9:30 a.m. in Department C-71of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. You have the right to appear either virtually, in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before **August 25, 2025**. All objections or other correspondence must state the name and number of the case: *Ana Rodriguez Tapia v. Franco Whole Foods, LLC*, Case No. 37-2023-00046908-CU-OE-CTL.

For information on how to access a hearing virtually, please visit the Court's website at www.sdcourt.ca.gov or visit https://www.sdcourt.ca.gov/virtualhearings

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on October 10, 2025 at 9:30 a.m., in Department C-71 of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101. The Court also will be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Award to the Class Representative. The Final Approval Hearing may be postponed without further notice to Settlement Class members. **You are <u>not</u> required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

The Court's final judgment and any changes to the date, time, or location of the Final Approval Hearing will be posted on the Settlement Administrator's website at tapia-v-franco-whole-foods.phoenixcases.com.

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the San Diego County Superior Court, located at 330 West Broadway, San Diego, California 92101, during regular court hours. For more information on how to view the file online, request a copy of the file to be mailed to you, or viewing the filing in person, please visit the Court's website at www.sdcourt.ca.gov, and click on "General Info", "Access Court Records", and "Obtain a Copy of File". <u>You may also contact Class Counsel using the contact information listed above for more information</u>.

<u>PLEASE DO NOT CALL OR WRITE THE COURT, DEFENDANT, OR ITS ATTORNEYS FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS</u>

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is **August 25, 2025**. These deadlines will be strictly enforced.

BY ORDER OF THE COURT ENTERED ON May 23, 2025.

TRIBUNAL SUPERIOR DEL ESTADO DE CALIFORNIA
CONDADO DE SAN DIEGO

ANA RODRIGUEZ TAPIA, Demandante, Contra FRANCO WHOLE FOODS, LLC., una sociedad de responsabilidad limitada de California; y Asociados, Demandados.	Caso nº 37-2023-00046908-CU-OE-CTL **AVISO DE PENDENCIA DEMANDA COLECTIVA Y PROPUESTA DE ACUERDO**

Para: Todos los empleados actuales y anteriores no exentos contratados directamente y no contratados directamente del Demandado Franco Whole Foods, LLC ("Demandado") que trabajaron en el Estado de California durante el período comprendido entre el 17 de octubre de 2019 y el 11 de marzo de 2025. Colectivamente, se hará referencia a estos empleados como "miembros de la Clase del Acuerdo".

LEA ATENTAMENTE ESTE AVISO
SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS TANTO SI ACTÚA COMO SI NO

¿Por qué debe leer este aviso?

El Tribunal ha concedido la aprobación preliminar de un Acuerdo de Demanda colectiva propuesto (el "Acuerdo") en *Ana Rodriguez Tapia contra Franco Whole Foods, LLC*, Caso Nº 37-2023-00046908-CU-OE-CTL (la "Demanda"). Debido a que sus derechos pueden verse afectados por el Acuerdo, es importante que lea este aviso detenidamente.

Usted puede tener derecho a recibir dinero de este Acuerdo. Los registros del Demandado muestran que usted estuvo empleado como empleado no exento contratado directamente o no contratado directamente de Franco Whole Foods, LLC durante el período comprendido entre el 27 de octubre de 2019 y el 11 de marzo de 2025 (el "Período de la Clase"). El Tribunal ordenó que se le envíe este Aviso porque usted puede tener derecho a recibir dinero en virtud del Acuerdo y porque el Acuerdo afecta sus derechos legales.

El propósito de este aviso es proporcionarle una breve descripción del Juicio, informarle de los términos del Acuerdo, describir sus derechos en relación con el Acuerdo y explicarle qué pasos puede dar para participar en el Acuerdo, objetarlo o excluirse de él. Si no se excluye del Acuerdo y el Tribunal aprueba finalmente el Acuerdo, quedará obligado por los términos del Acuerdo y por cualquier sentencia definitiva.

¿De qué trata este caso?

La Demandante Ana Rodríguez Tapia ("Demandante") presentó esta Demanda contra el Demandado Franco Whole Foods, LLC ("Demandado"), buscando hacer valer reclamaciones en nombre de una Clase de empleados actuales y anteriores no exentos contratados directamente o no contratados directamente de Franco Whole Foods, LLC durante el período de tiempo del 27 de octubre de 2019 al 11 de marzo de 2025. La Demandante Ana Rodríguez Tapia es conocida como la "Representante de la Clase", y sus abogados, que también representan los intereses de todos los miembros de la Clase del Acuerdo, son conocidos como los "Abogados de la Clase".

La Demanda alega que el Demandado no pagó todos los salarios mínimos y horas extras adeudados, y no proporcionó todos los períodos de comida y descanso requeridos. La Demanda también alega que el Demandado no proporcionó a los miembros de la Clase del Acuerdo declaraciones salariales detalladas en cumplimiento de la ley de California. Como resultado de las supuestas violaciones anteriores, la Demandante también alega que el Demandado no pagó todos los salarios adeudados en caso de despido, incurrió en prácticas comerciales desleales y es responsable de sanciones civiles en virtud de la Ley General de Abogados Privados del Código Laboral.

El Demandado niega haber hecho nada malo. El Demandado niega además que deba a los miembros de la Clase del Acuerdo ningún salario, restitución, penalización u otros daños. En consecuencia, el Acuerdo constituye un compromiso de las reclamaciones en disputa y no debe interpretarse como una admisión de responsabilidad por parte del Demandado, que niega expresamente toda responsabilidad.

El Tribunal no se ha pronunciado sobre el fondo de las reclamaciones de la Demandante ni sobre las defensas del Demandado. Sin embargo, para evitar gastos adicionales, inconvenientes e interferencias con sus operaciones comerciales, el Demandado ha llegado a la conclusión de que lo mejor para él y para los intereses de los miembros de la Clase del Acuerdo es llegar a un Acuerdo sobre la Demanda en los términos que se resumen en esta Notificación. Después de que el Demandado proporcionara la información pertinente a los Abogados de la Clase, se llegó al Acuerdo tras una mediación entre las partes.

El Representante de la Clase y el Abogado de la Clase apoyan el Acuerdo. Entre las razones para el apoyo se encuentran las defensas a la responsabilidad potencialmente disponibles para el Demandado, el riesgo de denegación de la certificación de la Clase, los riesgos inherentes de un juicio sobre el fondo y los retrasos e incertidumbres asociados con el litigio.

Si usted sigue siendo empleado del Demandado, su decisión de participar o no en el Acuerdo no afectará a su empleo. La ley de California y las políticas del Demandado prohíben estrictamente las represalias ilegales. El Demandado no tomará ninguna medida laboral adversa contra ningún miembro de la Clase del Acuerdo, ni tomará represalias o discriminará de ningún otro modo contra él, debido a su decisión de participar o no en el Acuerdo.

¿Quiénes son los abogados?

Abogados de la Demandante / Miembros de la Clase del Acuerdo:	Abogados del Demandado Franco Whole Foods, LLC
LIDMAN LAW, APC Scott M. Lidman slidman@lidmanlaw.com Milan Moore mmoore@lidmanlaw.com Tiara Gose-Hardy tgose@lidmanlaw.com 2155 Campus Drive, Suite 150 El Segundo, California 90245 Tel: (424) 322-4772 Fax: (424) 322-4775 www.lidmanlaw.com **HAINES LAW GROUP, APC** Paul K. Haines phaines@haineslawgroup.com 155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 www.haineslawgroup.com	**BUCHALTER, A PROFESSIONAL CORPORATION** Terry A. Warren Alicia A. Belock Taylor K. King 655 West Broadway, Suite 1600 San Diego, California 92101 twarren@buchalter.com abelock@buchalter.com tking@buchalter.com Tel: (619) 219-5335

¿Cuáles son los términos del Acuerdo?

El 23 de mayo de 2025, el Tribunal certificó preliminarmente una Clase, únicamente a los fines del Acuerdo, de todos los empleados actuales y anteriores no exentos contratados directamente o no contratados directamente de Franco Whole Foods, LLC durante el período comprendido entre el 27 de octubre de 2019 y el 11 de marzo de 2025. Los miembros de la Clase del Acuerdo que no opten por excluirse del Acuerdo de conformidad con los procedimientos establecidos en este Aviso quedarán obligados por el Acuerdo y liberarán sus reclamaciones contra el Demandado según se describe a continuación.

El Demandado ha acordado pagar $330,000.00 (el "Monto Bruto del Acuerdo") para resolver completamente todas las reclamaciones en la Demanda, lo cual incluye los pagos a los miembros de la Clase del Acuerdo, los honorarios y gastos de los abogados, el pago a la Agencia para el Desarrollo de la Fuerza Laboral ("LWDA", por sus siglas en inglés), los costos de administración del Acuerdo, la Compensación por Servicios del Representante de la Clase y el dinero que se pagará a la LWDA. La parte del Demandado de los impuestos sobre la nómina del empleador asociados con cualquier pago salarial a los miembros de la Clase del Acuerdo será pagada por el Demandado por separado de, y además de, el Monto Bruto del Acuerdo.

Las partes solicitarán las siguientes deducciones del importe bruto del Acuerdo:

<u>Costes de administración del Acuerdo</u>. El Tribunal ha aprobado que Phoenix Settlement Administrators actúe como "Administrador del Acuerdo", quien le está enviando esta Notificación y realizará muchas otras tareas relacionadas con el Acuerdo. El Tribunal ha aprobado reservar hasta $7,950.00 del Monto Bruto del Acuerdo para pagar los costos de administración del Acuerdo.

<u>Honorarios y gastos de los abogados</u>. Los Abogados de la Clase han estado procesando la Demanda en nombre de los Miembros de la Clase del Acuerdo sobre la base de honorarios condicionales (es decir, sin haber recibido ningún pago hasta la fecha) y han estado pagando todos los costos y gastos del litigio. El Tribunal determinará la cantidad real concedida a los Abogados de la Clase en concepto de honorarios de abogados, que se abonará con cargo al Importe Bruto del Acuerdo. Los miembros de la Clase del Acuerdo no son personalmente responsables de ninguno de los honorarios o gastos de los abogados del Asesor de la Clase. Los Abogados de la Clase solicitarán honorarios de hasta un tercio del Monto Bruto del Acuerdo, que actualmente se estima en $110,000.00, como compensación razonable por el trabajo que los Abogados de la Clase realizaron y continuarán realizando en esta Demanda hasta la finalización del Acuerdo. Los Abogados de la Clase también solicitarán el reembolso de una cantidad no superior a $15,000.00 por los costes verificados en los que incurrieron los Abogados de la Clase en relación con la Demanda.

<u>Adjudicación de servicios a la Representante de la Clase</u>. Los Abogados de la Clase solicitarán al Tribunal que otorgue a la Representante de la Clase una recompensa por servicios por un monto que no exceda los $7,500.00, para compensarla por su servicio y trabajo extra prestado en nombre de los miembros de la Clase del Acuerdo.

<u>Pago de la LWDA</u>. Los Abogados de la Clase pedirán al Tribunal que apruebe un pago por la cantidad total de $30,000.00 como y por supuestas penalidades civiles, pagaderas de conformidad con la Ley General de Abogados Privados ("PAGA") del Código Laboral de California. Según el Código Laboral § 2699(i), el setenta y cinco por ciento (75%) de dichas sanciones, o $22,500.00

será pagadero a la LWDA, y el veinticinco por ciento (25%) restante, o $7,500.00, será pagadero a ciertos miembros de la Clase del Acuerdo como el "Monto PAGA", según se describe a continuación.

Cálculo de la Adjudicación del Acuerdo Individual de los Miembros de la Clase. Tras deducir los importes aprobados por el Tribunal indicados anteriormente, el saldo del Importe bruto del Acuerdo formará el Importe neto del Acuerdo ("NSA"), que se distribuirá entre todos los miembros de la Clase del Acuerdo que no presenten una Solicitud de exclusión válida y oportuna (descrita a continuación). El NSA se estima en aproximadamente **$159,550.00** a repartir entre un máximo de 212 estimado de miembros de la Clase del Acuerdo.

La NSA se dividirá de la siguiente manera: Cada Miembro Participante de la Clase del Acuerdo recibirá una parte proporcional del Acuerdo basada en el número de Semanas Laborales que el Miembro Participante de la Clase del Acuerdo trabajó durante el Período de la Clase, cuyo numerador es el total de Semanas Laborales del Miembro Participante de la Clase trabajadas durante el Período de la Clase, y cuyo denominador es el total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase del Acuerdo (que no se excluyan) que trabajaron durante el Período de la Clase.

Además, Siete Mil Quinientos Dólares y Cero Centavos ($7,500.00) del Monto Bruto del Acuerdo ha sido designado como el "Monto PAGA", tal como se describió anteriormente. Cada Miembro de la Clase del Acuerdo que fue empleado por el Demandado en cualquier momento entre el 30 de octubre de 2022 y el 11 de marzo de 2025 es un Empleado PAGA y recibirá una porción del Monto PAGA proporcional al número de períodos de pago que trabajó durante el período del 30 de octubre de 2022 y el 11 de marzo de 2025, y que se calculará multiplicando el Importe PAGA por una fracción, cuyo numerador es el número de períodos retributivos del Empleado PAGA trabajados durante el período de tiempo comprendido entre el 30 de octubre de 2022 y el 11 de marzo de 2025, y cuyo denominador es el número total de períodos retributivos trabajados por todos los Empleados PAGA durante el período de tiempo comprendido entre el 30 de octubre de 2022 y el 11 de marzo de 2025.

Pagos a los miembros de la Clase del Acuerdo. Si el Tribunal concede la aprobación definitiva del Acuerdo, las Adjudicaciones del Acuerdo se enviarán por correo a todos los miembros de la Clase del Acuerdo que no hayan presentado una Solicitud de Exclusión válida y oportuna en aproximadamente 24 de noviembre de 2025.

Si presenta una Solicitud de Exclusión, seguirá recibiendo una parte proporcional del Pago PAGA independientemente de si se excluye o no del Acuerdo si es un Empleado PAGA.

Cada Miembro de la Clase del Acuerdo y Empleado de PAGA que reciba una Adjudicación del Acuerdo debe cobrar el cheque dentro de los 180 días a partir de la fecha en que el Administrador del Acuerdo lo envíe por correo. Todos los fondos pagaderos a los Miembros de la Clase del Acuerdo o a los Empleados de PAGA cuyos cheques no hayan sido cobrados dentro de los 180 días posteriores al envío serán transferidos a la Oficina del Contralor del Estado de California - Fondo de Propiedad No Reclamada a nombre del Miembro de la Clase del Acuerdo o del Empleado de PAGA.

Pago por parte del Demandado del Monto Bruto del Acuerdo. El Monto Bruto del Acuerdo deberá ser pagado por el Demandado al Administrador del Acuerdo dentro de los treinta (30) días posteriores a la Fecha Efectiva.

La "Fecha de entrada en vigor" se define como la última de las siguientes: (a) la aprobación definitiva del Acuerdo por parte del Tribunal si no se han presentado objeciones por o en nombre de los Miembros de la Clase; (b) el vencimiento del plazo para apelar si se ha presentado una objeción y no se ha presentado o retirado ninguna apelación; o (c) la resolución definitiva de cualquier apelación que se haya presentado.

Sobre la base de lo anterior, se espera que el importe bruto del Acuerdo sea abonado por aproximadamente 10 de noviembre de 2025.

Dentro de los diez (10) días calendario posteriores al depósito por parte del Demandado del Monto Bruto del Acuerdo y los impuestos sobre la nómina del empleador requeridos con el Administrador del Acuerdo, el Administrador del Acuerdo calculará los montos de las Adjudicaciones del Acuerdo y proporcionará los mismos a los abogados de las Partes para su revisión y aprobación. En un plazo de siete (7) días naturales a partir de la aprobación por parte de los abogados de las Partes, el Administrador del Acuerdo preparará y enviará por correo las Adjudicaciones del Acuerdo, menos los impuestos y retenciones aplicables, a los Miembros Participantes de la Clase del Acuerdo.

Asignación e Impuestos. A efectos fiscales, cada Adjudicación del Acuerdo se asignará de la siguiente manera: el ochenta por ciento (80%) como sanciones e intereses; y el veinte por ciento (20%) como salarios. El Administrador del Acuerdo será responsable de emitir a los miembros participantes de la Clase del Acuerdo los Formularios W-2 del IRS para las cantidades consideradas "salarios" y los Formularios 1099 del IRS para las cantidades asignadas como penalizaciones e intereses. Los miembros de la Clase del Acuerdo son responsables del tratamiento adecuado del impuesto sobre la renta de las Adjudicaciones Individuales del Acuerdo. El Administrador del Acuerdo, la Demandada y sus abogados, y los Abogados de la Clase no pueden proporcionar asesoramiento fiscal. En consecuencia, los miembros de la Clase del Acuerdo deben consultar con sus asesores fiscales acerca de las consecuencias fiscales y el tratamiento de los pagos que reciban en virtud del Acuerdo.

Liberación. Si el Tribunal aprueba el Acuerdo, la Clase del Acuerdo, y cada uno de los miembros de la Clase del Acuerdo, excepto aquellos que presenten oportuna y adecuadamente una Solicitud de Exclusión según se establece a continuación) liberarán y exonerarán completamente y para siempre al Demandado, y a todos sus propietarios pasados y presentes, funcionarios, directores, accionistas, gerentes, empleados, agentes, mandantes, herederos, representantes, contadores, auditores, consultores, y a sus respectivos sucesores y predecesores en interés, subsidiarias, filiales, matrices y abogados (colectivamente las "Partes Exoneradas") de todas y cada una de las reclamaciones, Demandas, derechos, responsabilidades y causas de acción que se alegaron en la Primera Demanda Enmendada operativa o que surgen de los mismos hechos operativos y/o alegaciones que los expuestos en la Primera Demanda Enmendada operativa en la Demanda, que surgieron durante el Periodo de Clase definido anteriormente, incluyendo con respecto a las siguientes reclamaciones (a) falta de pago de todos los salarios por horas extraordinarias adeudados; (b) falta de pago de todos los salarios mínimos adeudados; (c) falta de periodos de comida; (d) falta de autorización y permiso de todos los periodos de descanso; (e) falta de entrega de extractos salariales precisos y desglosados; (f) falta de pago de todos los salarios adeudados en caso de despido; y (g) todas las reclamaciones por prácticas comerciales desleales que podrían haberse basado en los hechos, reclamaciones, causas de acción o teorías legales descritas anteriormente (colectivamente, las "Reclamaciones Exoneradas").

El período de la Liberación será el mismo que el del Período de Clase.

Liberación PAGA y Empleados PAGA. Si el Tribunal aprueba el Acuerdo, todos los Empleados PAGA (incluidos los empleados que presenten una Solicitud de Exclusión y la Demandante), liberarán y eximirán para siempre de todas las reclamaciones, Demandas, derechos, responsabilidades y causas de acción en virtud de la Ley General de Abogados Privados del Código Laboral de California de 2004 contra las Partes Exoneradas en base a lo siguiente (y según se alega en la carta a la Agencia para el Desarrollo del Trabajo y la Fuerza Laboral ("LWDA") con fecha 30 de octubre de 2023): (a) falta de pago de todos los salarios por horas extraordinarias adeudados; (b) falta de pago de todos los salarios mínimos adeudados; (c) falta de provisión de periodos de comida; (d) falta de autorización y permiso de todos los periodos de descanso; (e) falta de provisión de extractos salariales precisos y desglosados; (f) falta de pago de todos los salarios adeudados en caso de despido, ocurrido éste durante el Periodo PAGA (colectivamente, "Reclamación Exonerada PAGA").

Los Empleados PAGA incluyen a todos los empleados actuales y anteriores no exentos contratados directamente o no contratados directamente de Franco Whole Foods, LLC durante el período de tiempo comprendido entre el 30 de octubre de 2022 y el 11 de marzo de 2025. El período de tiempo de la Reclamación Exonerada de PAGA es el 30 de octubre de 2022 y el 11 de marzo de 2025 ("Período PAGA").

Las exoneraciones son nulas si el Demandado no financia íntegramente el importe bruto del Acuerdo.

Condiciones del Acuerdo. El Acuerdo está condicionado a que el Tribunal emita una orden en la Audiencia de Aprobación Definitiva o con posterioridad a la misma, aprobando definitivamente el Acuerdo como justo, razonable, adecuado y en el mejor interés de la Clase del Acuerdo, y a que se dicte la Sentencia.

¿Cómo puedo reclamar dinero del Acuerdo?

No hacer nada. Si no hace nada, tendrá derecho a su parte del Acuerdo en función del número proporcional de Semanas Laborales que trabajó durante el Periodo de la Clase (como se ha explicado anteriormente), y como se indica en el Aviso de Adjudicación del Acuerdo adjunto. También quedará obligado por el Acuerdo, incluida la exoneración de reclamaciones indicada anteriormente.

¿Qué otras opciones tengo?

Información sobre la disputa en la notificación de la adjudicación del Acuerdo. Su Adjudicación se basa en el número proporcional de Semanas Laborales que usted trabajó durante el Periodo de la Clase. La información contenida en los registros del Demandado en relación con todos estos factores, junto con su estimación de la Adjudicación del Acuerdo, figura en la Notificación de Adjudicación del Acuerdo adjunta. Si no está de Acuerdo con la información contenida en su Notificación de Adjudicación del Acuerdo, puede presentar una disputa, junto con cualquier documentación justificativa, de Acuerdo con los procedimientos establecidos en la Notificación de Adjudicación del Acuerdo. Las impugnaciones, junto con la documentación acreditativa, deberán llevar matasellos de correos con fecha no posterior al **25 de agosto de 2025**. **NO ENVÍE ORIGINALES; LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI CONSERVADA.**

Las Partes y el Administrador del Acuerdo evaluarán las pruebas presentadas y discutirán de buena fe cómo resolver cualquier disputa presentada por los miembros de la Clase del Acuerdo. La decisión del Administrador del Acuerdo con respecto a cualquier disputa será definitiva.

Excluirse del Acuerdo. **Si no desea** participar en el Acuerdo, puede excluirse enviando al Administrador del Acuerdo una carta o tarjeta escrita de "Solicitud de exclusión del Acuerdo de Demanda colectiva" con matasellos no posterior al **25 de agosto de 2025**, con su nombre, dirección, número de teléfono, cuatro últimos dígitos de su número de la seguridad social y su firma. La Solicitud de Exclusión deberá indicar:

"DESEO SER EXCLUIDO DE LA CLASE DEL ACUERDO EN LA DEMANDA RODRIGUEZ TAPIA V. FRANCO WHOLE FOODS. ENTIENDO QUE SI SOLICITO SER EXCLUIDO DE LA CLASE DEL ACUERDO, NO RECIBIRÉ NINGÚN DINERO DEL ACUERDO DE ESTA DEMANDA COLECTIVA".

Envíe la Solicitud de Exclusión directamente al Administrador del Acuerdo a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Teléfono: (800) 523-5773. Cualquier persona que presente una Solicitud de Exclusión del Acuerdo a tiempo dejará de ser, tras su recepción por el Administrador del Acuerdo, miembro de la Clase del Acuerdo, no podrá participar en ninguna parte del Acuerdo y no recibirá ningún beneficio del mismo. **No presente tanto una Disputa como una Solicitud de Exclusión.** Si lo hace, la Solicitud de Exclusión no será válida, se le incluirá en la Clase del Acuerdo y quedará vinculado por los términos del Acuerdo.

Seguirá recibiendo una parte de la Cantidad PAGA si presenta una Solicitud de Exclusión y queda vinculado por la Exoneración PAGA.

Objetar el Acuerdo. También tiene derecho a objetar los términos del Acuerdo. Sin embargo, si el Tribunal rechaza su objeción, seguirá estando obligado por los términos del Acuerdo. Si desea objetar al Acuerdo, o a cualquier parte del mismo, puede enviar por correo una objeción por escrito al Administrador del Acuerdo. Su objeción por escrito debe incluir su nombre, dirección, así como la información de contacto de cualquier abogado que le represente en relación con su objeción, el nombre y número del caso, cada razón específica en apoyo de su objeción, y cualquier apoyo legal o fáctico para cada objeción junto con cualquier prueba en apoyo de su objeción. Las objeciones por escrito deberán llevar matasellos del **25 de agosto de 2025** o anterior.

Si decide oponerse al Acuerdo, también puede comparecer en la Audiencia de Aprobación Definitiva programada para el 10 de octubre de 2025 a las 9:30 a.m. en el Departamento C-71 del Tribunal Superior del Condado de San Diego, ubicado en 330 West Broadway, San Diego, California 92101. Usted tiene derecho a comparecer virtualmente, en persona o a través de su propio abogado en esta audiencia. Cualquier abogado que pretenda representar a una persona que se oponga al Acuerdo debe presentar una notificación de comparecencia ante el Tribunal y notificar al abogado de todas las partes el **25 de agosto de 2025** o antes. Todas las objeciones u otra correspondencia deben indicar el nombre y número del caso *: Ana Rodriguez Tapia v. Franco Whole Foods, LLC*, Case No. 37-2023-00046908-CU-OE-CTL.

Para obtener información sobre cómo acceder virtualmente a una audiencia, visite el sitio web del Tribunal en www.sdcourt.ca.gov o visite https://www.sdcourt.ca.gov/virtualhearings.

Si usted se opone al Acuerdo, seguirá siendo miembro de la Clase del Acuerdo y, si el Tribunal aprueba el Acuerdo, estará obligado por los términos del Acuerdo del mismo modo que los miembros de la Clase del Acuerdo que no se opongan.

¿Cuál es el siguiente paso?

El Tribunal celebrará una Audiencia de Aprobación Definitiva sobre la idoneidad, razonabilidad y equidad del Acuerdo el 10 de octubre de 2025 a las 9:30 a.m., en el Departamento C-71 del Tribunal Superior del Condado de San Diego, ubicado en 330 West Broadway, San Diego, California 92101. También se pedirá al Tribunal que se pronuncie sobre la solicitud de los Abogados de la Clase de honorarios de abogados y reembolso de costes y gastos documentados y la Adjudicación de Servicios al Representante de la Clase. La Audiencia de Aprobación Definitiva podrá aplazarse sin previo aviso a los miembros de la Clase del Acuerdo. **Usted no está obligado a asistir a la Audiencia de Aprobación Definitiva, aunque cualquier miembro de la Clase del Acuerdo es bienvenido a asistir a la audiencia.**

La sentencia definitiva del Tribunal y cualquier cambio en la fecha, hora o lugar de la Audiencia de Aprobación Definitiva se publicarán en el sitio web del Administrador del Acuerdo en tapia-v-franco-whole-foods.phoenixcases.com.

¿Cómo puedo obtener información adicional?

Este Aviso es sólo un resumen de la Demanda y del Acuerdo. Para obtener más información, puede inspeccionar los expedientes del Tribunal y el Acuerdo de conciliación en la Oficina del Secretario del Tribunal Superior del Condado de San Diego, ubicada en 330 West Broadway, San Diego, California 92101, durante el horario habitual del tribunal. Para obtener más información sobre cómo ver el expediente en línea, solicitar que se le envíe por correo una copia del expediente o ver el expediente en persona, visite el sitio web del Tribunal en www.sdcourt.ca.gov, y haga clic en "General Info" (Información general), "Access Court Records" (Acceso a los expedientes del Tribunal) y "Obtain a Copy of File" (Obtener una copia del expediente). También puede ponerse en contacto con los Abogados de la Clase utilizando la información de contacto indicada anteriormente para obtener más información.

POR FAVOR, NO LLAME NI ESCRIBA AL TRIBUNAL, AL DEMANDADO O A SUS ABOGADOS PARA OBTENER INFORMACIÓN SOBRE ESTE ACUERDO O SOBRE EL PROCESO DE ACUERDO

RECORDATORIO DE PLAZOS

La fecha límite para presentar cualquier disputa, solicitud de exclusión u objeción es el **25 de agosto de 2025**. Estos plazos se cumplirán estrictamente.

POR ORDEN DEL TRIBUNAL ENTRADA EL 23 de mayo de 2025.

«PSA_ID»

NOTICE OF INDIVIDUAL SETTLEMENT AWARD

ANA RODRIGUEZ TAPIA V. FRANCO WHOLE FOODS, LLC

SAN DIEGO COUNTY SUPERIOR COURT CASE NO. 37-2023-00046908-CU-OE-CTL

Please complete, sign, date and return this form to Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773 **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

____

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

____

Former Names (if any)

____

New Street Address

____

City State Zip Code

(III) Information Used to Calculate Your Individual Settlement Award:

According to the records of Franco Whole Foods, LLC ("Defendant"):

(a) You were employed by Defendant and worked a total of «Total_Weeks» workweeks between October 27, 2019 and March 11, 2025; and

(b) You were employed by Defendant and worked a total of «PAGA_Pay_Periods» pay periods between October 30, 2022 and March 11, 2025.

Based on the above, your Individual Settlement Award is estimated to be «Est_Set_Amt».

(IV) If you disagree with items (a) – (b) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

____

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If you dispute the above information from Defendant's records, Defendant's records will control unless you are able to provide documentation that establishes that Defendant's records are mistaken. If there is a dispute about whether Defendant's information or yours is accurate, and the dispute cannot be resolved informally, the dispute will be resolved by the Parties and the Settlement Administrator as described in the "Notice of Pendency of Class Action and Proposed Settlement" that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN August 25, 2025.

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NOTIFICACIÓN DE LA ADJUDICACIÓN INDIVIDUAL DEL ACUERDO

ANA RODRIGUEZ TAPIA V. FRANCO WHOLE FOODS, LLC
TRIBUNAL SUPERIOR DEL CONDADO DE SAN DIEGO CASO Nº. 37-2023-00046908-CU-OE-CTL

Sírvase completar, firmar, fechar y devolver este formulario a Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Teléfono: (800) 523-5773 **SÓLO SI** (1) su información personal de contacto ha cambiado, y/o (2) desea disputar cualquiera de los puntos enumerados en la Sección (III), a continuación. Es su responsabilidad mantener una dirección actualizada en los archivos del Administrador del Acuerdo.

(I) Por favor, escriba su nombre a máquina o con letra de imprenta:

____
(Nombre, Medio, Apellido)

(II) Escriba a máquina o con letra de imprenta los siguientes datos identificativos si su información de contacto ha cambiado:

____
Nombres anteriores (si los hay)

____
Nueva dirección

____
Ciudad Estado Código postal

(III) Información utilizada para calcular su indemnización individual por Acuerdo:

Según los registros de Franco Whole Foods, LLC ("Demandado"):

(c) Usted fue empleado por el Demandado y trabajó un total de «Total_Weeks» Semanas Laborales entre el 27 de octubre de 2019 y el 11 de marzo de 2025; y
(d) Usted estuvo empleado por el Demandado y trabajó un total de «PAGA_Pay_Periods» períodos de pago entre el 30 de octubre de 2022 y el 11 de marzo de 2025.

En base a lo anterior, se estima que su Adjudicación Individual de Acuerdo es de «Est_Set_Amt».

(IV) Si no está de Acuerdo con los puntos (a) - (b) de la Sección (III) anterior, explique por qué en el espacio proporcionado a continuación e incluya copias de cualquier prueba o documentación justificativa con este formulario:

____
____
____
____
____
____

Si usted disputa la información anterior de los registros del Demandado, los registros del Demandado prevalecerán a menos que usted pueda proporcionar documentación que establezca que los registros del Demandado están equivocados. Si existe una disputa sobre si la información del Demandado o la suya es exacta, y la disputa no puede resolverse informalmente, la disputa será resuelta por las Partes y el Administrador del Acuerdo tal y como se describe en la "Notificación de pendencia de la Demanda colectiva y propuesta de Acuerdo" que acompaña a este formulario. Cualquier disputa no resuelta será sometida al Tribunal para una determinación final.

CUALQUIER CONTESTACIÓN, JUNTO CON CUALQUIER DOCUMENTACIÓN DE APOYO, DEBERÁ ENVÍARSE POR CORREO NO MÁS TARDE DEL 25 DE AGOSTO DE 2025.

Exhibit B

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS	
Class Members	185
Opt Out Rate	1%
Opt Outs Received	2
Total Class Claimants	183
Subtotal Admin Only	**$7,950.00**
Not-to-Exceed Total	**$7,950.00**

For 184 Members

Pricing Good for Scope of Estimate Only

December 11, 2024

Case: Tapia v. Franco Whole Foods Opt-Out Administration wLanguage

Phoenix Contact: Jodey Lawrence
Contact Number: 949.566.1455
Email: Jodey@phoenixclassaction.com

Requesting Attorney: Scott Lidman
Firm: Lidman Law
Contact Number: (424) 322-4773
Email: slidman@lidmanlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on 184 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	$125.00	2	$250.00
Programming Database & Setup	$125.00	2	$250.00
Toll Free Setup*	$136.46	1	$136.46
Call Center & Long Distance	$2.00	16	$32.00
NCOA (USPS)	$50.00	2	$100.00
		Total	**$768.46**

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	$125.00	2	$250.00
Data Merge & Duplication Scrub	$0.25	185	$46.25
Notice Packet & Opt-Out Form	$1.85	185	$342.25
Estimated Postage (up to 2 oz.)*	$0.87	185	$160.95
Static Website	$250.00	1	$250.00
Language Translation	$1,250.00	1	$1,250.00
		Total	**$2,299.45**

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Associate	$55.00	2	$110.00
Skip Tracing Undeliverables	$2.00	19	$37.00
Remail Notice Packets	$1.85	19	$34.23
Estimated Postage	$0.87	19	$16.10
Programming Undeliverables	$50.00	2	$100.00
		Total	**$297.32**

Database Programming / Processing Opt-Outs, Deficiencies or Disputes			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Claims Database	$135.00	2	$270.00
Non Opt-Out Processing	$135.00	2	$270.00
Case Associate	$55.00	2	$110.00
Opt-Outs/Deficiency/Dispute Letters	$10.00	5	$46.25
Case Manager	$85.00	2	$170.00
		Total	**$866.25**

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Programming Calculations	$135.00	2	$270.00
Disbursement Review	$135.00	2	$270.00
Programming Manager	$95.00	2	$190.00
QSF Bank Account & EIN	$100.00	2	$200.00
Check Run Setup & Printing	$135.00	2	$270.00
Mail Class Checks *	$1.50	183	$274.73
Estimated Postage	$0.64	183	$117.22
		Total	**$1,591.94**

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	**Rate**	**Hours/Units**	**Line Item Estimate**
Case Supervisor	$135.00	2	$270.00
Remail Undeliverable Checks (Postage Included)	$2.50	37	$91.58
Case Associate	$70.00	2	$140.00
Reconcile Uncashed Checks	$75.00	2	$150.00
Conclusion Reports	$75.00	1	$75.00
Case Manager Conclusion	$85.00	2	$170.00
Final Reporting & Declarations	$115.00	2	$230.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	$1,000.00	1	$1,000.00
		Total	**$2,126.58**

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

Estimate Total:	**$7,950.00**

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are $10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.