CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement") is made by and between plaintiff Audie Munoz ("Plaintiff"), and defendant Ralphs Grocery Company ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as the "Parties," or individually as a "Party."

1. DEFINITIONS.

1.1 "Action" means plaintiff Audie Munoz's lawsuit alleging wage and hour violations against Defendant on behalf of a putative class and pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA") captioned *Audie Munoz v. Ralphs Grocery Company*, Los Angeles County Superior Court Case No. 23STCV28212, initiated on November 16, 2023.

1.2 "Administrator" means ILYM Group, Inc., the neutral third-party entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Class" means all current and former non-exempt distribution center associates who were employed by Defendant in California at any time during the Class Period.

1.5 "Class Counsel" means Paul K. Haines and Sean M. Blakely of Haines Law Group, APC.

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

1.7 "Class Data" means Class Member and PAGA Group Member identifying information in Defendant's possession, including the Class Member's and/or PAGA Group Member's name, last-known mailing address, Social Security number, and number of Class Workweeks and PAGA Pay Periods.

1.8 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Group Member).

1.9 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.11 "Class Period" means the period from November 16, 2019 to December 10, 2022.

1.12 "Class Representative" means the named plaintiff Audie Munoz in the Action seeking Court approval to serve as the Class Representative.

1.13 "Class Representative Service Payment(s)" means the payment to the Class Representative for initiating his Action and providing services in support of the Action.

1.14 "Class Workweek(s)" means the number of weeks in the Class Period during which a Class Member worked as a non-exempt distribution center associate employed by Defendant in California for at least one day. Class Workweeks shall be calculated according to Defendant's records.

1.15 "Court" means the Superior Court of California, County of Los Angeles.

1.16 "Defendant" means named defendant Ralphs Grocery Company.

1.17 "Defense Counsel" means Davis Wright Tremaine LLP.

1.18 "Effective Date" means either (a) the date 60 days after the Court enters Judgment on its Order Granting Final Approval of the Settlement, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal, or other effort to obtain review of the Judgment, the date sixty (60) days after such reconsideration, appeal, or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise.

1.19 "Final Approval" means the Court's order granting final approval of the Settlement.

1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21 "Gross Settlement Amount" means $387,500.00, which is the total amount Defendant agrees to pay for any and all purposes in full and final Settlement of this matter. The Gross Settlement Amount will be used to pay the Individual Class Payments, Individual PAGA Payments, LWDA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. Under no circumstances shall Defendant pay any sum above the Gross Settlement Amount under this Settlement, except that Defendant will additionally pay the employer-side payroll taxes on the Wage Portions of the Individual Class Payments, and as provided for in section 8 below.

1.22 "Individual Class Payment(s)" means a Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Class Workweeks the Participating Class Member worked as a non-exempt distribution center associate employed by Defendant in California during the Class Period.

1.23 "Individual PAGA Payment(s)" means a PAGA Group Member's share of 25% of the PAGA Settlement Amount calculated according to the number of PAGA Pay Periods the PAGA Group member worked as a non-exempt distribution center associate employed by Defendant in California during the PAGA Period.

1.24 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.25 "LWDA" means the California Labor & Workforce Development Agency.

1.26 "LWDA Payment" means the 75% of the PAGA Settlement Amount paid to the LWDA.

1.27 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28 "Non-Participating Class Member(s)" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29 "PAGA Group" means all current and former non-exempt distribution center associates employed by Defendant in California at any time during the PAGA Period.

1.30 "PAGA Group Member" means a member of the PAGA Group.

1.31 "PAGA Settlement Amount" means the total amount ($7,500.00) of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated as 25% to the PAGA Group ($1,875.00) and 75% to the LWDA ($5,625.00) in settlement of the PAGA claims.

1.32 "PAGA Period" means the period from November 16, 2022 to December 10, 2022.

1.33 "PAGA Notice" means the notice dated November 16, 2023, filed on behalf of Audie Munoz with the LWDA against Defendant.

1.34 "PAGA Pay Period(s)" means the number of weeks in the PAGA Period during which a PAGA Group Member worked as a non-exempt distribution center associate employed by Defendant in California for at least one day. PAGA Pay Periods shall be calculated according to Defendant's records.

1.35 "Participating Class Member(s)" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36 "Plaintiff" means Audie Munoz, the named plaintiff in the Action.

1.37 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38 "Released Class Claims" means all claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in the complaints in the Action, or that could have been alleged against any of the Released Parties, arising from, related to, or based on the same set of operative facts as those set forth in the complaints in the Action or based on any facts discovered in the course of litigating the Action during the Class Period, including (without limitation): (i) all claims for unpaid wages that arise from or are based on or related to the rounding of time; (ii) all claims for wage statement violations and failure to maintain accurate records; and (iii) all claims asserted under California Labor Code sections 204, 218.6, 226, 226.3, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198; and (iv) the Wage Orders promulgated thereunder based on the preceding claims listed in (i) through (iii); California Business & Professions Code section 17200 et seq.; California Civil Code sections 3287 and 3289; and California Code of Civil Procedure sections 382 and 1021.5. Expressly excluded from the Released Class Claims are (a) claims for wages in Workers' Compensation and Unemployment Insurance benefit cases and (b) claims for benefits under the Employee Retirement Income Security Act of 1974 (ERISA).

1.39 "Released PAGA Claims" means all claims asserted pursuant to California Labor Code section 2698 et seq., that arise out of or are related to the claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in the complaints in the Action or PAGA Notice, or that could have been alleged against any of the Released Parties, arising from, related to, or based on the same set of operative facts as those set forth in the complaints in the Action or PAGA Notice or based on any facts discovered in the course of litigating the Action during the PAGA Period, including (without limitation), all claims for PAGA penalties based on alleged (i) unpaid wages that arise from or are based on or related to the rounding of time; (ii) all claims for wage statement violations and failure to maintain accurate records; and (iii) all claims asserted under California Labor Code sections 204, 218.6, 226, 226.3, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198; and (iv) the Wage Orders promulgated thereunder based on the preceding claims listed in (i) through (iii).

1.40 "Released Parties" means Ralphs Grocery Company and its present, former, or future parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors and assigns, and each of their respective present, past or future officers, directors, employees, partners (both general and limited), members, shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal representatives.

1.41 "Request for Exclusion" means a Class Member's submission of a written request to the Administrator to be excluded from the Class Settlement signed by the Class Member.

1.42 "Response Deadline" means 45 days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which a Class Member may: (a) fax, email, or mail his or her Request for Exclusion to the Administrator, (b) fax, email, or mail his or her Objection to the Settlement to the Administrator, or (c) fax, email, or mail a Class Workweek challenge to the Administrator. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the 45 days otherwise provided.

1.43 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On November 16, 2023, plaintiff Audie Munoz, a non-exempt distribution center associate employed by defendant Ralphs Grocery Company, filed a PAGA Notice with the LWDA, alleging various wage-and-hour claims under California law.

2.2 On November 16, 2023, Plaintiff commenced an action by filing a wage-and-hour putative class action complaint in Los Angeles County Superior Court against Defendant, Case No. 23STCV28212. The operative First Amended Complaint in the Action was filed on February 20, 2024. The operative complaint alleges four causes of action for: (1) minimum wage violations; (2) wage statement violations; (3) unfair business practices; and (4) civil penalties under the PAGA (Lab. Code, § 2698 et. seq.).

2.3 On August 1, 2024, Defendant answered the operative complaint, generally denying all of the allegations contained in it and asserting a number of affirmative defenses.

2.4 A mediation was held with mediator Steven Mehta on June 13, 2025. In connection with the mediation, Plaintiff requested and Defendant provided information related to employees who worked for Defendant as non-exempt distribution center associates in California, including the total number of employees, total number of workweeks, and average rate of pay, among other things. Defendant also produced various documents requested by Plaintiff, including relevant policies and time and payroll records for all putative class members. In these and other ways, the Parties investigated the facts and analyzed the relevant legal issues with regard to the claims in the Action and Defendant's defenses to them. Based on this investigation and analysis, Plaintiff believes the Action has merit, while Defendant believes the Action has no merit. Plaintiff submits that his investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5 The Parties have each considered the uncertainties of continued litigation and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of the Action and the likely appeals of any rulings in favor Plaintiff or Defendant.

2.6 Following the mediation and further discovery, the Parties, through their counsel, have engaged in arm's-length negotiations concerning a resolution of the Action, Released Class Claims, and Released PAGA Claims.

2.7 It is the Parties' intention and the objective of this Agreement to avoid the costs of further litigation and trial, and to settle and dispose of, fully and completely and forever, the claims released and described herein.

2.8 The Court has not granted class certification and the Parties have not briefed the issue of class certification. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

2.9 Defendant and Defense Counsel represent that they are aware of two pending litigation asserting claims that may be affected by the Settlement: (1) *Luis Herrera v. Ralphs Grocery Company*, Los Angeles County Superior Court Case No. 25STCV17142, filed on June 13, 2025; and (2) *Anthony Bobadilla v. Ralphs Grocery Company*, Los Angeles County Superior Court Case No. 25STCV26650, filed on September 10, 2025.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay $387,500.00 as the Gross Settlement Amount and to separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Section 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment of not more than $7,500.00 to Plaintiff (in addition to any Individual Class Payment and Individual PAGA Payment he is entitled to receive as a Participating Class Member and PAGA Group Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days before the Final Approval Hearing. If the Court approves a Class Representative Service Payment in an amount less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on his Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $129,166.66, and a Class Counsel Litigation Expenses Payment of not more than $40,000.00. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Class Counsel will file a motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days before the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS Forms 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class

Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $23,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $23,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by the Administrator by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members, and (b) multiplying the result by each Participating Class Member's Class Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS Form W-2. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on an IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and PAGA Group Members. Subject to Court approval, the Parties agree that the amount of $7,500.00 from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the Action by or on behalf of Plaintiff and PAGA Group Members under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%) of this sum, or $5,625.00, will be paid to the LWDA (the LWDA Payment) and Twenty-Five Percent (25%), or $1,875.00, will be paid to the PAGA Group (the Individual PAGA Payments).

3.2.5.1 Calculation of Individual PAGA Payments. The Administrator will calculate each PAGA Group Member's share of the 25% paid from the PAGA Settlement Amount based on the number of his or her PAGA Pay Periods provided by Defendant. The Administrator will calculate the aggregate total number of PAGA Pay Periods for all PAGA Group Members. The Administrator will divide the

25% share that is to be paid to the PAGA Group by the aggregate total number of PAGA Pay Periods, resulting in the "PAGA Pay Period Value." To determine each PAGA Group Member's Individual PAGA Payment, the Administrator will multiply each individual PAGA Group Member's PAGA Pay Periods by the PAGA Pay Period Value.

3.2.5.2 Tax allocation of Individual PAGA Payments. Each PAGA Group Member will be issued an IRS Form 1099 in connection with these Individual PAGA Payments, which will be counted as penalties rather than wages for tax purposes, and PAGA Group Members will be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this Section and will hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than 20 business days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' and PAGA Group Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to the Administrator's employees who need access to the Class Data to effectuate administration of the Settlement under this Agreement. Defendant will promptly notify Class Counsel if it discovers that the Class Data omitted Class Member and/or PAGA Group Member identifying information and provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement Amount ($387,500.00) and the amounts necessary to pay Defendant's share of payroll taxes on the Wage Portions of the Individual Class Payments by transmitting the funds to the Administrator no later than 10 business days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 10 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and PAGA Payments (including both the Individual PAGA Payments and the LWDA Payment).

4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Class Members and the PAGA Group Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Group Members including Non-Participating Class Members who qualify as PAGA Group Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct an Address Search for all other Participating Class Members and PAGA Group Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and PAGA Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a requested replacement check to any Participating Class Member and/or PAGA Group Member whose original check was lost or misplaced, prior to the void date.

4.3.3 For any Participating Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b).

4.3.4 The payment of Individual Class Payments and/or Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members and/or PAGA Group Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.4 Discharge of Obligations. Defendant shall discharge its obligations to Plaintiff, Participating Class Members, and PAGA Group Members through the remittance of the Gross Settlement Amount to the Administrator as set forth in Section 4.2, above, regardless of whether checks representing Individual Class Payments and Individual PAGA Payments are actually received and/or negotiated by Plaintiff (or Class Counsel), Participating Class Members, and/or PAGA Group Members. Once Defendant has complied with its obligation set forth in Section 4.2 above, it will be deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all protections afforded to it and the Released Parties under this Agreement, and shall have no further obligations under the terms of the Agreement, except to cooperate in good faith with Class Counsel and/or the

Administrator to resolve any issue that may arise with the administration of the Settlement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the Gross Settlement Amount and the employer-side payroll taxes owed on the Wage Portion of the Individual Class Payment, Plaintiff, Participating Class Members, PAGA Group Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's General Release. Plaintiff, and each of his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, assigns generally, and all those who claim through each of them or who assert claims on their behalf shall be deemed to have expressly released, waived and relinquished any and all claims, demands, rights, liabilities and causes of action they have or have ever had against any of the Released Parties, whether for economic damages, noneconomic damages, exemplary damages, penalties, restitution, injunctive or declaratory relief, interest, attorneys' fees, costs or any other forms of monetary or non-monetary relief in any way arising out of or relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act at any time, including but not limited to any claims arising from or related to Plaintiff's employment with Defendant. This general release by Plaintiff shall include all statutory claims, common law claims (including but not limited to those sounding in contract, tort and equity), and claims for compensation to the fullest extent permitted by law. Plaintiff further agrees not to sue or otherwise make a claim against any of the Released Parties for any of the claims that are released pursuant to this Agreement. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested retirement benefits, if any, under the terms of any applicable qualified retirement plan, statutory rights to unemployment insurance, state disability insurance, social security benefits, or workers' compensation benefits that arose at any time.

5.2 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff acknowledges that the general release herein includes potential claims and costs that may not be known or suspected by him to exist, and he hereby expressly and affirmatively waives and relinquishes any and all rights and benefits which he may otherwise have relating to the claims released in this Agreement pursuant to Civil Code section 1542, and any similar law of any state or territory of the United States. Civil Code section 1542 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.

5.3 Releases by Participating Class Members. All Participating Class Members, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the

Released Parties, or any of them, from each of the Released Class Claims during the Class Period.

5.4 Releases by PAGA Group Members. All PAGA Group Members, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiff and Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval"), which Defendant shall not oppose.

6.1 Plaintiff's Responsibilities. Plaintiff and Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice of motion, motion, and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA settlement under Labor Code section 2699, subd.(l)(2); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from each Plaintiff confirming willingness and competency to serve, the timely transmission to the LWDA all of the necessary PAGA documents, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, PAGA Group Members, and the Administrator; and (vi) a signed declaration from Class Counsel attesting to their competency to represent the Class Members, and all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.2 Responsibilities of Class Counsel. Class Counsel are responsible for expeditiously finalizing and filing the unopposed Motion for Preliminary Approval, for obtaining a prompt hearing date for the Motion for Preliminary Approval, and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Order granting Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Group Members, Class Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 10 business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Class Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, challenges to Class Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If at any point before Plaintiff files his Motion for Final Approval, the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any timely Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice, objects to the Settlement, receives a check for their Individual Class Payment and (if applicable) Individual PAGA Payment, or cashes the check.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Settlement.

7.5.5 Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Group Members are deemed to release the claims identified in Section 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Class Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks to Defense Counsel and the Administrator's determination resolving the challenge.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the Settlement (and specifically, the class action components of the Settlement) and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney at their own expense to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any components of the Settlement.

7.7.4 PAGA Group Members have no right to object to any of the PAGA components of the Settlement, whether or not they have objected to the class components of the Settlement as a Participating Class Member.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator will inform Class Counsel and Defense Counsel of the total number of Class Members who timely submitted a valid Request for Exclusion. The Administrator shall retain the originals of all Requests for Exclusion in its files.

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and challenges to Class Workweeks received and/or resolved ("Weekly Report"). The Weekly Report must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all objections received.

7.8.4 Class Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Class Workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 10 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notices, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS AND PAGA GROUP SIZE ESTIMATES AND ESCALATOR CLAUSE. Based on a review of its records, Defendant estimates that (1) there are approximately 3,350 Class Members who collectively worked a total of approximately 300,000 Class Workweeks as non-exempt distribution center associates for Defendant in California during the Class Period, and (2) there are approximately 2,000 PAGA Group Members who collectively worked a total of approximately 7,250 PAGA Pay Periods during the PAGA Period. If the number of Class Workweeks during the Class Period exceeds 300,000 by more than 10% (i.e., if there are 330,001 or more workweeks), Defendant shall increase the Gross Settlement Amount on a proportional basis above the 10%

threshold (i.e., if there was a 12% increase in the number of workweeks, Defendant shall increase the Gross Settlement Amount by 2%).

9. DEFENDANT'S RIGHT TO RESCIND. If more than five percent (5%) of the Class Members opt out of the Settlement, then Defendant shall have the option, in its sole discretion, to rescind this Agreement, in which case all of Defendant's obligations under this Agreement shall cease to be of any force or effect, and this Agreement shall be null and void. If Defendant exercises this option, it shall provide Plaintiff with written notice of its election within seven (7) business days of Defendant's receipt of the final report from the Administrator providing the total number of opt outs, with a copy to the Administrator, at which point the Parties shall return to their respective positions that existed as of the date of execution of this Agreement by all Parties, as set forth in Section 10.5, and no term of this Agreement or any draft thereof, or the negotiation, documentation, or other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding. Notwithstanding the foregoing, the Parties agree that in the event this Agreement is rescinded by Defendant pursuant to this Section, Defendant shall pay the expenses incurred by the Administrator through the date of its election to rescind, not to exceed the amount of the Administration Expenses Payment approved by the Court in the Preliminary Approval Order.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), Proposed Final Approval Order, and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) business days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any written objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members or PAGA Group Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Section.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. In the event any appeal is filed from the Judgment, or any other appellate review is sought before the Effective Date, the Parties' obligations to perform under this Agreement will be suspended and administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, and until such time as the Judgment becomes final.

10.5 Nullification of Settlement. In the event that: (i) the Court does not preliminarily approve the Settlement as provided herein, (ii) the Court does not finally approve the Settlement as provided herein, (iii) the Court does not enter the Judgment as provided for herein, or (iv) the Settlement does not become final for any other reason, including the exercise of Defendant's right to rescind as provided under Section 9 above, then this Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Agreement will likewise be treated as withdrawn or vacated by stipulation of the Parties. The Parties shall return to their respective positions that existed as of the date of execution of this Agreement by all Parties, and no term of this Agreement or any draft thereof, or the negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding.

10.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members or PAGA Group Members), this Agreement shall be null and void, as set forth in Section 10.5. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Section, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations contained in the operative complaint in the Action or in the PAGA Notice have merit or that Defendant has any liability for any claims asserted. Defendant contends that all of its employment practices comply and have complied with all applicable laws and regulations; that Class Members and PAGA Group Members were and are properly compensated for all wages, including (without limitation) minimum wages, were and are timely paid all wages during employment, and were and are furnished accurate itemized wage statements; that Defendant kept and keeps requisite payroll records; that Defendant did not and does not engage in unfair competition, business acts, or practices; and that Defendant's conduct was not and is not willful, knowing and intentional, or otherwise unlawful with respect to any of the claims. Defendant has denied and continues to deny each of the claims alleged and the contentions made by Plaintiff in the Action and PAGA Notice. Defendant denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action or PAGA Notice and believes it has valid defenses to Plaintiff's claims. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to hold any employee to their arbitration agreement, Defendant reserves the right to contest certification of any putative class for any reasons, Defendant reserves the right to challenge representative action treatment of the Action for any reasons, and Defendant reserves all available defenses to the claims in the Action or PAGA Notice. The Settlement and this Agreement reflect the compromise and settlement of disputed claims between the Parties, and this Agreement's provisions and any and all drafts, communications or discussions relating thereto do not constitute, are not intended to constitute, and will not under any circumstances be deemed to constitute an admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims in the Action, nor a waiver of any defense. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 <u>Confidentiality Prior to Preliminary Approval.</u> Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to a party, counsel, or a court or administrative agency in any related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Except as provided in this Section, Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.

12.3 <u>No Press Releases/Public Comment.</u> Unless they first obtain Defendant's express written consent, Class Counsel and Plaintiff shall not (a) discuss, reveal, disclose, publicize, or promote the terms of this Settlement, or the negotiations leading to this Settlement, to any third party (including but not limited to the media, the legal community, or the public at large), or (b) issue any press releases or initiate any contact with the media regarding the Settlement, or otherwise advertise or publicize the Settlement, although Class Counsel may publicize the Settlement in general terms without reference to any identifying case information and without reference to the name of Defendant or any Released Parties. Nothing in this Agreement is intended to prevent Plaintiff or Class Counsel from disclosing or discussing the terms of this Settlement (i) with the Court, (ii) with any Class Member, (iii) with the Administrator, or (iv) as otherwise required by law.

12.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment.

12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. Notwithstanding the foregoing, this Agreement does not prohibit any Participating Class Member or PAGA Group Member from accepting and negotiating a check for an Individual Class Payment or Individual PAGA Payment in connection with the Settlement, notwithstanding any release previously executed between any Participating Class Member or PAGA Group Member and Defendant, including pursuant to a prior severance agreement.

12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.7 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, they have read this Agreement and have had it fully explained to them by such counsel, and they are fully aware of the contents of this Agreement and of its legal effect.

12.8 Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of either Party, or of any other person, firm or entity. Each Party has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as she or it deems necessary.

12.9 Cooperation. The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to execution and delivery of any and all additional papers, documents, and other assurances and taking such other action that may be reasonably necessary to implement the terms of this Agreement. The Parties and their counsel shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, to effectuate this Agreement and the terms set forth herein.

12.10 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.

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

12.12 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.13 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.14 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.15 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.16 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.17 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of employment data for the Class provided to Class Counsel by Defendant in connection with the Action, the mediation session, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy all paper and electronic versions of data and information received from Defendant unless, before the Court's discharge of the Administrator's obligation, Defendant make a written request to return such data and information.

12.18 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

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

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

12.21 Execution in Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or electronically (i.e., PDF or DocuSign), which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.22 Stay of Litigation. The Parties agree that upon the execution of this Agreement, and subject to the Court's approval, the litigation may be stayed, except to effectuate the terms of this Agreement. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that upon the execution of this Agreement, any period of time during which the Action has been stayed by the Court for purposes of the approval and administration of this Settlement shall be excluded in computing the time within which the Action must be brought to trial pursuant to California Code of Civil Procedure section 583.310.

13. SIGNATURES.

Date Jul 14, 2026

Audie Munoz (Jul 14, 2026 16:41:10 PDT)
Audie Munoz
Plaintiff

Date 7/15/2026

DocuSigned by:
Steve J. Prough
C872B19B5B64427...
Steven J. Prough
As an authorized representative for
Defendant Ralphs Grocery Company

Approved as to Form and Content and Agreed as to the Confidentiality Provision (Section 12.2) and Publicity Provision (Section 12.3)

Date July 14, 2026

Haines Law Group, APC
Counsel for Plaintiff Audie Munoz

Date July 15, 2026

Tritia M. Murata
Tritia M. Murata
Counsel for Defendant Ralphs
Grocery Company

EXHIBIT A

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

Audie Munoz v. Ralphs Grocery Company, Los Angeles County Superior Court Case No. 23STCV28212

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

You may be eligible to receive money from a proposed Settlement in the above captioned class action lawsuit (Action) if you worked as a non-exempt distribution center associate employed by Ralphs Grocery Company (Defendant) in California at any time between November 16, 2019 and December 10, 2022 (Class Period) and/or between November 16, 2022 and December 10, 2022 (PAGA Period).

Plaintiff Audie Munoz (Plaintiff) filed a complaint in this Action in Los Angeles Superior Court on November 16, 2023 and an amended complaint on February 20, 2024. Plaintiff alleges claims for unpaid wages, wage statement violations, unfair business practices, and civil penalties under the Labor Code Private Attorneys General Act of 2004 (PAGA).

The proposed Settlement has two main parts: (1) a class settlement, and (2) a PAGA settlement. Under the proposed Settlement, Defendant agrees to make payments to Class Members who do not opt out of the Settlement (Participating Class Members) and to PAGA Group Members. Based on Defendant's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_______ (less withholdings)** and **your Individual PAGA Payment is estimated to be $______.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for a PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant's records showing that **you worked ___ workweeks** during the Class Period and **___ pay periods** during the PAGA Period. If you believe that you worked more workweeks or pay periods during these periods, you can submit a challenge by completing the Notice of Eligible Workweeks and sending it to ILYM Group, Inc. (the Administrator) via mail (INSERT ADDRESS), email (INSERT EMAIL), or fax (INSERT FAX) by the deadline date. See the accompanying Notice of Eligible Workweeks Form A.

The proposed Settlement is not an admission of liability by Defendant. Throughout this case, Defendant has denied any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged in the Action. Defendant contends that it has complied with all California and federal laws regarding those matters.

Further proceedings would be very expensive and take a long time. Moreover, no one can predict the precise outcome of the disputed issues in this case. Therefore, Class Counsel believes that the proposed Settlement is fair, reasonable, and adequate for the Class Members, and is in the best interests of the Class Members.

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing**. You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert wage claims during the Class Period against Defendant.

(2) **Opt-Out of the Class Settlement**. You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue individual wage claims during the Class Period against Defendant. You cannot opt-out of the PAGA portion of the proposed Settlement and will remain eligible for the Individual PAGA Payment, if applicable.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Do Not Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is __________, 2026**	If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an individual Class Settlement Award. You also cannot object to any portion of the proposed Settlement. See Section F of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by __________, 2026**	All Class Members who do not opt-out (Participating Class Members) can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. See Section G of this Notice.
You Can Participate in the __________, 2026 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ____________, 2026. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section H of this Notice.
You Can Challenge the Calculation of Your Workweeks **Written Challenges Must be Submitted by __________, 2026**	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The number of Class Workweeks you worked according to Defendant's records is stated on the first page of this Notice and in the accompanying Notice of Eligible Workweeks (Form A). If you disagree, you must challenge it by ____________, 2026. See the accompanying Notice of Eligible Workweeks (Form A).

A. WHAT IS THE ACTION ABOUT?

Plaintiff is a non-exempt distribution center associate employed by Defendant in California. The Action alleges claims against Defendant for minimum wage violations, wage statement violations, unfair business practices, and PAGA civil penalties, that arise from or are based on or related to the rounding of time. Plaintiff is represented by attorneys in the Action: Paul K. Haines and Sean M. Blakely of the law firm Haines Law Group, APC (Class Counsel).

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

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

The Court has made no determination whether Defendant or Plaintiff is correct on the merits. Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. Although a resolution was not reached at mediation, through continued negotiations between Plaintiff and Defendant, a settlement was eventually reached. By signing a lengthy written settlement agreement (Agreement) and agreeing to ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. <u>Defendant Will Pay $387,500.00 as the Gross Settlement Amount (Gross Settlement)</u>. Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Payment to California Labor and Workforce Development Agency (LWDA), Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 10 business days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

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

   A. Up to one-third of the Gross Settlement ($129,166.66) to Class Counsel for Class Counsel Fees Payment and no more than $40,000.00 for their Class Litigation Expenses Payment. Class Counsel have been prosecuting the Action on behalf of the 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. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses.

   B. Up to $7,500.00 to Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

   C. Up to $23,000.00 to the Administrator for services administering the Settlement.

   D. Up to $7,500 for PAGA Penalties, 75% paid to the LWDA and 25% paid to PAGA Group Members based on their PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

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

4. Taxes Owed on Payments to Participating Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (Wage Portion) and 80% to interest, penalties, and non-wage damages (Non-Wage Portion). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payment and Individual PAGA Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payment will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than ______, 2026 (Response Deadline), that you wish to opt-out.

   To be excluded you must submit a written Request for Exclusion to the Administrator within the Response Deadline. The written Request for Exclusion must be personally signed by you and contain (1) the full name, address, telephone number, and last four digits of the Social Security number of the person requesting to be excluded; (2) the words "Request for Exclusion" at the top of the document; and (3) a clear statement that you wish to be excluded from the class settlement, such as:

   > "I wish to be excluded from the Settlement of this case, *Audie Munoz v. Ralphs Grocery Company*, Los Angeles County Superior Court Case No. 23STCV28212."

   Excluded Class Members will not receive Individual Class Payment, but will preserve their rights to personally pursue wage and hour claims against Defendant.

   You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement remain eligible for the Individual PAGA Payment and are required to give up their right to assert PAGA claims against Defendant based on the facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc., to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member disputes over Class Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section I of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or its present, former, or future parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors and assigns, and each of their respective present, past or future officers, directors, employees, partners (both general and limited), members, shareholders, agents, attorneys, insurers, and any other successors, assigns or legal representatives ("Released Parties") for the Released Class Claims.

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

> "Released Class Claims" means all claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in the complaints in the Action, or that could have been alleged against any of the Released Parties, arising from, related to, or based on the same set of operative facts as those set forth in the complaints in the Action or based on any facts discovered in the course of litigating the Action during the Class Period, including (without limitation): (i) all claims for unpaid wages that arise from or are based on or related to the rounding of time; (ii) all claims for wage statement violations and failure to maintain accurate records; and (iii) all claims asserted under California Labor Code sections 204, 218.6, 226, 226.3, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198; and (iv) the Wage Orders promulgated thereunder based on the preceding claims listed in (i) through (iii); California Business & Professions Code section 17200 et seq.; California Civil Code sections 3287 and 3289; and California Code of Civil Procedure sections 382 and 1021.5. Expressly excluded from the Released Class Claims are (a) claims for wages in Workers' Compensation and Unemployment Insurance benefit cases and (b) claims for benefits under the Employee Retirement Income Security Act of 1974 (ERISA).

10. PAGA Group Members' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Group Members will be barred from asserting the PAGA Claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all PAGA Group Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Group Members' Release is as follows:

> "Released PAGA Claims" means all claims asserted pursuant to California Labor Code section 2698 et seq., that arise out of or are related to the claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in the complaints in the Action or PAGA Notice, or that could have been alleged against any of the Released Parties, arising from, related to, or based on the same set of operative facts as those set forth in the complaints in the Action or PAGA Notice or based on any facts discovered in the course of litigating the Action during the PAGA Period, including (without limitation), all claims for PAGA penalties based on alleged (i) unpaid wages that arise from or are based on or related to the rounding of time; (ii) all claims for wage statement violations and failure to maintain accurate records; and (iii) all claims asserted under California Labor Code sections 204, 218.6,

226, 226.3, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198; and (iv) the Wage Orders promulgated thereunder based on the preceding claims listed in (i) through (iii).

D. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members, and (b) multiplying the result by each Participating Class Member's Class Workweeks.

2. Individual PAGA Payments. The Administrator will calculate each PAGA Group Member's share of the 25% paid from the PAGA Settlement Amount based on the number of his or her PAGA Pay Periods provided by Defendant. The Administrator will calculate the aggregate total number of PAGA Pay Periods for all PAGA Group Members. The Administrator will divide the 25% share that is to be paid to the PAGA Group by the aggregate total number of PAGA Pay Periods, resulting in the "PAGA Pay Period Value." To determine each PAGA Group Member's Individual PAGA Payment, the Administrator will multiply each individual PAGA Group Member's PAGA Pay Periods by the PAGA Pay Period Value.

3. Workweek Challenges. The number of Class Workweeks you worked during the Class Period, as recorded in Defendant's records, are stated in the first page of this Notice and in the accompanying Notice of Eligible Workweeks. You have until __________, 2026, to challenge your Class Workweeks. To challenge your Class Workweeks you must complete, sign, and send the Notice of Eligible Workweeks to the Administrator via mail, email, or fax. Section I of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Class Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek challenges based on your submission. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

E. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out), including those who qualify as PAGA Group Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment. Class Members who opt-out of the Class Settlement Award will still receive their Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual PAGA payment check to every PAGA Group Member who opts out of the class settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section I of this Notice has the Administrator's contact information.

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

To opt-out of the class action settlement, submit a written and signed letter with (1) the full name, address, telephone number and last four digits of the Social Security number of the person requesting to be excluded; (2) the words "Request for Exclusion" at the top of the document; and (3) a clear statement that you wish to be excluded from the class settlement, such as:

> "I wish to be excluded from the Settlement of this case, *Audie Munoz v. Ralphs Grocery Company*, Los Angeles County Superior Court Case No. 23STCV28212."

You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by __________, 2026, or it will be invalid.** Section I of the Notice has the Administrator's contact information.

G. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. By ___________, 2026, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and states (i) the amount Class Counsel is requesting for the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and (ii) the amount Plaintiff is requesting for the Class Representative Service Payment. These documents will be posted on the Administrator's website [url] or the Court's website.

A Participating Class Member who disagrees with any aspect of the Agreement or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _________, 2026.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Audie Munoz v. Ralphs Grocery Company,* Los Angeles County Superior Court Case No. 23STCV28212, and include your name, current address, telephone number, and a written statement of whether you intend to appear at the Final Approval Hearing, and sign the objection. Section I of this Notice has the Administrator's contact information.

A Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. You do not need to object in writing to be heard at the Final Approval Hearing. See Section H of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

H. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on ________, 2026, at #:## _.m. in Department 17 of the Los Angeles County Superior Court, located at 312 N. Spring St., Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.ca.gov/pages/lp/laccwelcome). Check the Court's website for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at [url] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

I. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to Administrator's website at [url]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website and entering the Case Number for the Action, Case No. 23STCV28212.

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

Class Counsel:
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Tel: (424) 292-2350
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Administrator:
Name of Company:
Email Address:

Mailing Address:
Tel:
Fax:

J. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

K. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.