

1 ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
2 DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
3 ERIC Y. HAHN, SBN 311771
E-Mail eric@dombrauchwerger.com
4 **DOMB & RAUCHWERGER LLP**
1055 East Colorado Blvd., Fifth Floor
5 Pasadena, California 91106
Telephone: (213) 537-9225
6

7 JOANNA GHOSH, SBN 272479
E-Mail: joanna@calljustice.com
YASMIN HOSSIENI, SBN 326399
8 E-Mail: yasmin@calljustice.com
RYAN M. SLINGER, SBN 351297
9 E-Mail: r.slinger@calljustice.com
LAWYERS for JUSTICE, PC
10 450 N Brand Blvd, Ste 900
Glendale, CA 91203
11 Tel: (818) 265-1020 / Fax: (818) 265-1021

12 Attorneys for Plaintiff
13 Nicole Torres and the Proposed Class

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF SAN FRANCISCO**

16 NICOLE TORRES, individually, and on
17 behalf of other members of the general
18 public similarly situated and on behalf of
19 other aggrieved employees pursuant to the
California Private Attorneys General Act;

20 Plaintiff,

21 v.

22 RAINBOW GROCERY COOPERATIVE,
INC., a California corporation; and DOES 1
23 through 100, inclusive,

24 Defendants.
25
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27
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Case No.: CGC-24-612573

**AMENDED [PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Information:

Date: December 16, 2025
Time: 1:30 P.m.
Dept.: 304
Judge: Hon. Ethan P. Schulman

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on December 16, 2025, at 1:30 p.m., the Motion for Preliminary
3 Approval of Class Action and PAGA Settlement filed by Plaintiff Nicole Torres (“Plaintiff”), on
4 behalf of herself and a Settlement Class, and not opposed by Defendant Rainbow Grocery
5 Cooperative, Inc. (“Defendant”), came on for hearing in Department 304 of the San Francisco
6 County Superior Court, located at 400 McAllister Street, San Francisco, California, 94102.

7 After full consideration of the evidence, the pleadings and papers filed by the parties in
8 connection therewith, the supplemental papers filed by the Parties, arguments of counsel and all
9 other matters presented to the Court, and good cause having been shown, IT IS HEREBY
10 ORDERED that Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA
11 Settlement is GRANTED based on the conditions below.

12 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

13 1. This Order incorporates by reference the definitions in the Amended Class Action
14 and PAGA Settlement Agreement (“Agreement” or “Settlement Agreement”), and all terms
15 defined therein shall have the same meaning in this Order as set forth in the Settlement
16 Agreement.

17 2. The Court recognizes that the parties stipulate and agree to certification of a class
18 for settlement purposes only. For settlement purposes only, the Court conditionally certifies a
19 settlement class consisting of both “Class Members” and “Limited Class Members.” The “Class
20 Members” are defined as all current and former hourly-paid or non-exempt employees who
21 worked for Defendant within the State of California during the Class Period from February 22,
22 2020 to March 28, 2025, who did not sign an individual settlement release or deposit the \$200
23 settlement release check provided to all putative class members. The “Limited Class Members”
24 are defined as all current and former hourly-paid or non-exempt employees who worked for
25 Defendant within the State of California during the Limited Class Period from October 1, 2024
26 through March 28, 2025, who signed an individual settlement release or deposited the \$200
27 settlement release check provided to all putative class members. (SA §§ 1.5, 1.9, 1.12, 1.26, 1.27.)

28 3. Class Members or Limited Class Members who do not submit a valid and timely

1 request for exclusion from the Class Settlement are referred to as a “Participating Class Member.”

2 4. The Court finds, for settlement purposes only, the requirements of California Code
3 of Civil Procedure section 382 are satisfied.

4 5. Plaintiff is hereby appointed and designated, for all purposes, as the representative
5 of the Class, and the following attorneys are hereby appointed and designated as counsel for
6 Plaintiff and the Class (“Class Counsel”):

7
8 Zack I. Domb
Devin Rauchwerger
Eric Y. Hahn
9 DOMB & RAUCHWERGER LLP
10 1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106
Telephone: (213) 537-9225
Email: zack@dombrauchwerger.com
Email: devin@dombrauchwerger.com
Email: eric@dombrauchwerger.com

13
14 Joanna Ghosh
Yasmin Hossieni
Ryan Slinger
15 LAWYERS *for* JUSTICE, PC
410 West Arden Avenue, Suite 203
16 Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021
E-Mail: joanna@calljustice.com
E-Mail: yasmin@calljustice.com
E-Mail: ryan@calljustice.com

19 Class Counsel is authorized to act on behalf of Class Members and Limited Class
20 Members with respect to all acts or consents required by, or which may be given pursuant to, the
21 Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class
22 Member or Limited Class Member may enter an appearance through counsel of such Class
23 Member or Limited Class member’s own choosing and at their own expense. Any Class Member
24 or Limited Class Member who does not enter an appearance or appear on his or her own will be
25 represented by Class Counsel.

26 6. The Court hereby approves on a preliminary basis the Settlement Agreement as
27 appearing on its face to be fair, reasonable, and adequate and to have been the product of serious,
28 informed, and extensive negotiations among Plaintiff, Defendant, and their respective counsel.

1 7. A final approval hearing shall be held before this Court on _____, 2026
2 at _____ in Department 304 of the San Francisco County Superior Court, located at 400
3 McAllister Street, San Francisco, California, 94102, to determine all necessary matters
4 concerning the Settlement, including: whether the proposed settlement of the Action on the terms
5 and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and
6 should be finally approved by the Court; whether a Judgment, as provided in the Settlement,
7 should be entered herein; whether the plan of allocation contained in the Settlement Agreement
8 should be approved as fair, adequate and reasonable to the Class Members; and to finally approve
9 Class Counsels' Fees and Costs Award, the Class Representative Service Payment, and the
10 settlement administration expenses. The Final Approval hearing may be continued without
11 further notice.

12 8. The Parties shall file a Motion for Final Approval on or before sixteen (16) court
13 days prior to the hearing.

14 9. The Court hereby appoints Phoenix Class Action Administrators as Settlement
15 Administrator and hereby directs the Settlement Administrator to mail, or cause to be mailed to
16 Class Members and Limited Class Members the Notice by first class mail (and e-mail if available)
17 within fourteen (14) calendar days after the receipt of the Class Data from Defendant using the
18 procedures set forth in the Settlement Agreement. Class Members or Limited Class Members
19 who do not opt out of the settlement will become Participating Class Members and will
20 automatically receive their Individual Class Payment. The Settlement Administrator shall give
21 notice of any continuance to any class member who submitted an objection.

22 10. The Court hereby approves, as to form and content, the Notice of Class Action
23 Settlement ("Class Notice"), attached hereto as "**EXHIBIT A**". The Court finds that the
24 distribution of the Notice of Class Action Settlement in substantially the manner and form set
25 forth in the Settlement Agreement and this Order meets the requirements of due process, is the
26 best notice practicable under the circumstances, and shall constitute due and sufficient notice to
27 all persons entitled thereto. Any exclusion or objection submitted by a Class Member or Limited
28 Class Member shall be submitted to the Settlement Administrator and will not be submitted to the

1 Court. The Settlement Administrator will file a declaration with the Motion for Final Approval
2 that will authenticate a copy of every exclusion or objection received by the Settlement
3 Administrator.

4 11. The Court reserves the right to adjourn or continue the date of the final approval
5 and all dates provided for in the Settlement Agreement without further notice and retains
6 jurisdiction to consider all further applications arising out of or connected with the proposed
7 Settlement.

8 IT IS SO ORDERED.

9
10 Dated: _____

11 HON. ETHAN P. SCHULMAN
12 JUDGE OF THE SUPERIOR COURT
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EXHIBIT A

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

(Nicole Torres v. Rainbow Grocery Cooperative, Inc.; Case No.: CGC-24-612573)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Rainbow Grocery Cooperative, Inc. (“Rainbow”) for alleged wage and hour violations. The Action was filed by a former Rainbow employee Nicole Torres (“Plaintiff”) and seeks payments of back wages and other relief on behalf of both: 1) a Class of all current and former hourly-paid or non-exempt employees who worked for Rainbow within the State of California between February 22, 2020 and March 28, 2025, who also did not sign an individual settlement release or deposit the \$200 settlement release check provided to all putative class members, and 2) all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California between October 1, 2024 through March 28, 2025, who signed an individual settlement release or deposited the \$200 settlement release check provided to all putative class members (collectively referred to as “Class Members”). The Action also seek penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California between December 18, 2022 and March 28, 2025 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Rainbow to fund Individual Class Payments, and (2) a PAGA Settlement requiring Rainbow to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Rainbow’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) 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 Rainbow’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.

The above estimates are based on Rainbow’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. When determining whether your stated Workweeks are accurate, keep in mind that if you are a Class Member who did not sign an individual settlement release or deposit the \$200 settlement release check provided to all putative class members, then you will receive credit for all weeks worked between February 22, 2020 through March 28, 2025. On the other hand, if you are a Class Member who did sign an individual settlement release or deposit the \$200 settlement release check provided to all putative class members, then you will only receive credit for all weeks worked between October 1, 2024 through March 28, 2025. For purposes of the number of pay periods, you will receive credit for each pay period you worked between December 18, 2022 and March 28, 2025. If you believe that you worked more workweeks or pay periods than stated, you can submit a challenge by the deadline date. See Section 4 of this

Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or 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 ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Rainbow to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Rainbow.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Rainbow.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Rainbow, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Rainbow 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 Don't 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 an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Rainbow that are covered by this Settlement (Released Claims).
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You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Rainbow must pay Individual PAGA Payments to all Aggrieved Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	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, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Contact Class Counsel to arrange remote appearance at the Final Approval Hearing. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Rainbow's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former Rainbow employee. The Action accuses Rainbow of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized

wage statements, and failing to keep requisite payroll records. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action Domb & Rauchwerger LLP and Lawyers for Justice P.C. (“Class Counsel.”)

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

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

So far, the Court has made no determination whether Rainbow or Plaintiff is correct on the merits. In the meantime, Plaintiff and Rainbow hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Rainbow 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, Rainbow 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) Rainbow 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 and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Rainbow Will Pay \$700,000.00 as the Gross Settlement Amount (Gross Settlement). Rainbow 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, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Rainbow will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, 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 \$245,000.00 (35% of the Gross Settlement) to Class Counsel for

attorneys' fees and up to \$17,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$7,500.00 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$10,750.00 to the Administrator for services administering the Settlement.
- D. Up to \$142,140.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.
- E. Employer-side payroll taxes, estimated to be \$4,023.16.

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

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Rainbow are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to penalties and interest ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

- 5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will irrevocably lost to you because they will be paid to a non-profit organization La Raza Centro Legal ("Cy Pres").
- 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 _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Rainbow.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Rainbow have agreed that, in either case, the Settlement will be void: Rainbow will not pay any money and Class Members will not release any claims against Rainbow.

7. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
8. Participating Class Members' Release. After Rainbow has fully funded the Gross Settlement, 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 Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Rainbow or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, rights, demands, damages, liabilities, and causes of action, whether in law or in equity that were asserted as class claims in the Action, or that could have been asserted based on the allegations made in the Action that arose during the Class Period and Limited Class Period, including but not limited to (1) failure to pay overtime; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to pay wages timely at separation; (6) failure to pay wages timely during employment; (7) non-compliant wage statements; (8) failure to keep requisite payroll records; (9) unreimbursed business expenses; and (10) unfair competition. Class Members do not release any other claims, including

claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period or Limited Class Period.

9. PAGA Release. After Rainbow has paid the Gross Settlement, Plaintiff, as agent and proxy of the LWDA, as well as the Aggrieved Employees, will release all claims, rights, demands, damages, liabilities, and causes of action alleged or that could have been alleged in the PAGA Notice or the Action, arising at any time during the PAGA Period for Defendant's alleged violation of PAGA.
10. The Proposed Settlement Will be Void if the Court Denies Final Approval.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$35,535.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Rainbow's records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Rainbow's calculation of Workweeks and/or Pay Periods based on Rainbow'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 and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Rainbow's Counsel. The Administrator will have the final decision with respect to any workweek or pay period dispute and will notify you of its decision.

5. 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 doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will

combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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 9 of this Notice has the Administrator's contact information.

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

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

7. 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 Rainbow are asking the Court to approve. At least 16 Court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at _____ (url) .

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** 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 and include your name, current address, telephone number, and approximate dates of employment for Rainbow and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department 304 of the San Francisco Superior Court, located at 400 McAllister Street, San Francisco, California 94102. 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) the hearing either personally or virtually. If you wish to attend the hearing virtually, please contact Class Counsel (Section 9 below) to make arrangements for a virtual appearance. Class Counsel will then contact the Court to request remote appearance information in order for you to attend..

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing and to arrange a remote appearance.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Rainbow 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 _____'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 by going to <https://sf.courts.ca.gov/online-services/case-information>, and entering the Case Number for the Action, Case No. CGC-24-612573. You can also make an appointment to personally review court documents in the Clerk's Office by calling 415-551-4000.

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

Class Counsel:

Zack Domb

Devin Rauchwerger

DOMB &

RAUCHWERGER

LLP

1055 E. Colorado

Blvd., Fifth Floor

Pasadena, CA

91106
213-537-9225

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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