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CALL GROCERY, INC.

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO – CENTRAL DIVISION

D'MAGGIO ANGELENO DAVIS-
MORALES, an individual;

Plaintiff,

vs.

CALL GROCERY, INC.; and DOES 1 through
20, inclusive;

Defendants.

Case No. 37-2021-00046012-CU-OE-CTL

**JOINT STIPULATION OF
CLASS ACTION SETTLEMENT
AND RELEASE**

1 This Joint Stipulation of Class Action Settlement and Release (hereinafter "Stipulation of
2 Settlement" or "Settlement") is made and entered into by and between Plaintiff D'Maggio Angeleno
3 Davis Morales ("Plaintiff"), on behalf of himself and the Settlement Class (as defined below), and
4 Defendant Call Grocery, Inc. ("Defendant"). Plaintiff and Defendant will be referred to collectively
5 as the "Parties."

6 This Settlement, subject to the terms and conditions hereof and the Court's approval, shall be
7 binding on Plaintiff and the Settlement Class (as defined below) and on Defendant.

8 **THE PARTIES STIPULATE AND AGREE AS FOLLOWS.**

9 **A. AMENDED COMPLAINT**

10 Prior to the filing of the Motion for Preliminary Approval, Plaintiff shall file an Amended
11 Complaint to include claims under the California Private Attorney General Act, Labor Code section
12 2898 *et seq.* ("PAGA"), seeking recovery of penalties for any and all alleged violations of the Labor
13 Code alleged in the initial Complaint. Plaintiff shall comply with all prerequisites for filing a
14 complaint under PAGA.

15 **B. THE SETTLEMENT**

16 Under the terms of the Settlement, and pending an order granting final approval pursuant to
17 Rule 3.769 of the California Rules of Court, Defendant will pay a settlement amount not to exceed
18 One Million Five Hundred Thousand Dollars (\$1,500,000.00) ("Maximum Settlement Amount").
19 The Settlement will be administered by CPT Group, Inc. ("CPT"), as agreed-upon by the Parties.

20 In order to determine the Net Settlement Amount (as defined below) to be paid out to Class
21 Members, the Parties agree that the following payments/costs will be taken from the Maximum
22 Settlement Amount:

23 A Service Payment of ten thousand dollars (\$10,000.00) to Plaintiff and Class Representative
24 D'Maggio Angeleno Davis-Morales as payment for his time and effort in pursuing this Action (as
25 defined below) and in exchange for a general release by his of all claims of whatever nature he might
26 have against the Released Parties as defined below. The Service Payment is in addition to the Class
27 Representative's individual Settlement Award as defined below.

28 Seventy-Five Thousand Dollars (\$75,000.00) allocated to Plaintiff's claims under The Private

Attorneys General Act ("PAGA") (75% of this amount will be paid to the California Labor and Workforce Development Agency ("LWDA") and 25% of this amount will be distributed to the Aggrieved Employees).

Class Counsel attorneys' fees not to exceed one-third of the Maximum Settlement Amount, currently estimated to total Five Hundred Thousand Dollars (\$500,000.00), and actual costs for Class Counsel Costs not to exceed Thirty Thousand Dollars (\$30,000) as defined below.

The third-party administrator's fees and costs for administration of the Settlement not to exceed thirty thousand dollars (\$30,000). The Parties further agree that Defendant shall pay the employer's share of any payroll taxes due with respect to the portion of the Net Settlement Amount allocated to wages.

C. DEFINITIONS

1. "Action" shall mean the claims asserted in the Complaint filed, and the Amended Complaint that shall be filed, in *D'Maggio Angeleno Davis-Morales, individually and on behalf of others similarly situated v. Call Grocery, Inc.*, pending in the Superior Court of the State of California in and for the County of San Diego ("San Diego County Superior Court"), under Case No. 37-2021-00046012-CU-OE-CTL.

2. "Aggrieved Employee" means all persons who are employed or have been employed by Defendant Call Grocery, Inc. in California as "hourly employees" at any point during the PAGA Period.

3. "Class," "Class Member," "Settlement Class," or "Settlement Class Member," for purposes of this Settlement, shall consist of all persons who are employed or have been employed by Call Grocery, Inc. in California as "hourly employees" at any point during the Class Period. The Settlement Class will not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement, or any person who submits a timely and valid request for exclusion as provided in this Settlement (as more fully described below).

4. "Class Data" means a spreadsheet of the Class Members' names, last-known mailing addresses, last-known telephone numbers, Social Security Numbers or Federal Employment

1 Identification Numbers, the inclusive employment dates for each Class Member, the number of
2 Qualifying Weeks worked by each Class Member during the Class Period, and the number of
3 Qualifying Weeks worked by each Aggrieved Employee during the PAGA Period. "Class Period"
4 shall mean the period covered by the Settlement, namely, from May 3, 2017 through July 15, 2024..

5 5. "Class Counsel" means Tyler Woods, James Yoo, and Alan Wilcox of Wilshire Law
6 Firm, PLC.

7 6. "Class Counsel Attorneys' Fees and Costs" shall mean the amount to be paid to Class
8 Counsel for attorneys' fees and costs.

9 7. "Class Counsel Costs" shall mean costs incurred by Class Counsel.

10 8. "Class Notice of Settlement" means the "Notice of Proposed Class Action Settlement
11 and Hearing Date for Final Approval." (See **Exhibit A** hereto.)

12 9. "Class Representative" or "Representative Plaintiff" shall mean D'Maggio Angeleno
13 Davis-Morales.

14 10. "Effective Date" shall mean the date upon which the Court grants final approval of the
15 Settlement if (a) no Settlement Class Members have filed objections to the Settlement or (b) all
16 Settlement Class Members who have filed objections have subsequently withdrawn all such
17 objections. However, if any objection has been filed and it is not withdrawn, the Settlement embodied
18 in this Stipulation of Settlement shall become effective sixty (60) days after the Court grants final
19 approval of the Settlement or, if an appeal is filed, the date of termination of such appellate
20 proceedings upholding the Settlement. In this regard, it is the intention of the Parties that the
21 Settlement shall not become effective until the Court's order approving the Settlement is completely
22 final, and there is no further recourse by an appellant or objector who seeks to contest the Settlement.
23 It is further agreed by and between the Parties that this Settlement shall not become effective, and
24 Defendant shall not have any obligation (monetary or otherwise) under the terms of this Settlement,
25 unless and until any objections, writs and/or appeals, and any rights of appeal with respect to any
26 objections or dismissals have been finally exhausted and resolved upholding the terms of this
27 Settlement.

28 11. "Complaint" shall mean, collectively, the Complaint filed on or about October 28,

2021, in this Action and the Amended Complaint that shall be filed by Plaintiff in accordance with this Stipulation of Settlement and/or any other subsequent Amended Complaint.

12. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties, calculated based on the each Aggrieved Employee's number of pay periods worked during the PAGA Period.

13. "Maximum Settlement Amount" shall mean a maximum amount of One Million Five Hundred Thousand (\$1,500,000.00), which shall include all payments to Class Members, Class Counsel Attorney's Fees and Costs, a Service Payment (defined below) of Ten Thousand Dollars (\$10,000.00) to Plaintiff, a payment of Fifty-Six Thousand Two Hundred Fifty Dollars (\$56,250.00) to the LWDA for PAGA penalties (75% of \$75,000), payments totaling Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) to the Aggrieved Employees for PAGA Penalties (25% of \$75,000), all Settlement administration costs, and the employer's share of payroll taxes. Under no condition will Defendant's aggregate liability exceed the Maximum Settlement Amount. The Parties agree the entire Maximum Settlement Amount will be paid out without reversion to Defendant.

14. "Net Settlement Amount" shall mean the amount of the Maximum Settlement Amount allocated to the payment of Settlement Awards as defined below according to a specified formula to the Class Members. The Net Settlement Amount shall be calculated by deducting from the Maximum Settlement Amount all Class Counsel Attorneys' Fees and Costs, a Service Payment (defined below) of Ten Thousand Dollars (\$10,000.00) to Plaintiff, a payment of Fifty-Six Thousand Two Hundred Fifty Dollars (\$56,250.00) to the LWDA for PAGA Penalties (75% of \$75,000.00), a payment of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) to the Aggrieved Employees for PAGA Penalties (25% of \$75,000.00), and all Settlement administration costs (not to exceed \$30,000), and the employer's share of payroll taxes. The Parties agree that the entire Net Settlement Amount will be paid out to all Class Members who do not opt out and that the entire PAGA Penalties will be paid out to the LWDA and the Aggrieved Employees (whether or not they opt out of the class), and without the need to submit claims for payment.

15. "PAGA" means the Labor Code Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.*

1 16. “PAGA Notice” means Plaintiff’s June 26, 2024, letter to the LWDA and Defendant
2 providing notice of violations of California’s Labor Code pursuant to Labor Code section 2699.3(a).

3 17. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
4 the Maximum Settlement Amount in settlement of PAGA claims, allocated 25% to the Aggrieved
5 Employees and 75% to the LWDA.

6 18. “PAGA Period” means from June 26, 2023, through preliminary approval of this
7 Settlement.

8 19. “Qualifying Week” shall mean any workweek during the Class Period in which
9 a Class Member provided labor or services for Defendant in California during the Class Period for
10 remuneration for one or more hours or any fraction thereof.

11 20. “Released Class Claims” include all claims against the Released Parties under state,
12 federal, and local law arising during the Class Period out of or related to the allegations made in the
13 Complaint, or which could be reasonably asserted based on the facts alleged in the Complaint. This
14 includes but is not limited to: claims for alleged unpaid straight time, unpaid overtime, unpaid double
15 time wages, off-the-clock work, unpaid minimum wages, meal or rest periods, unreimbursed
16 expenses, meal or rest period premiums, second meal period premiums, timely and complete payment
17 of wages at separation, failure to pay other wages of any kind during employment or due at separation,
18 failure to provide accurate and itemized wage statements, failure to maintain accurate payroll records,
19 claims brought under Business and Professions Code section 17200, *et seq.*, and claims for waiting
20 time penalties, plus claims for interest, attorneys’ fees and costs relating to such claims and/or any
21 other claims that could have reasonably been asserted in the Complaint.

22 21. “Released PAGA Claims” means all claims against the Released Parties for civil
23 penalties pursuant to PAGA arising during the PAGA Period which were or reasonably could be
24 asserted based on the facts alleged in the operative Complaint and/or Plaintiff’s PAGA Notice,
25 including, but not limited to, claims for PAGA penalties for alleged violations of Labor Code sections
26 201, 202, 203, 226(a), 226.7, 246, 510, 512, 1194, 1199, and 2802.

27 22. “Released Parties,” “Releasees,” or “Released Defendants” collectively mean:
28 (a) Defendant Call Grocery, Inc.; (b) Call Grocery Oceanside, Inc.; (c) Call Grocery La Mesa, Inc.;

and (d) each of Defendant's respective past, present, and future parents, subsidiaries, and affiliates including, without limitation, any corporation, limited liability company, partnership, trust, foundation, and non-profit entity which controls, is controlled by, or is under common control with Call Grocery, Inc.; (c) the past, present, and future shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing; and (d) any individual who, or entity which, could be jointly liable with any of the foregoing.

23. "Service Payment" shall be the amount paid to Plaintiff and Class Representative as payment for his time and efforts in pursuing this Action and in exchange for a general release by him of all claims of whatever nature he might have against the Released Parties, subject to approval by the Court.

24. "Claims Administrator" shall mean CPT Group, Inc. ("CPT") or any other third-party administrator which Class Counsel and Defendant's counsel jointly select, and the Court approves, to administer the Settlement claims and act as the Claims Administrator.

25. "Settlement Awards" shall mean payments to Class Members under the terms of this Settlement Agreement.

D. BACKGROUND AND SUMMARY OF SETTLEMENT

On October 28, 2021, Plaintiff filed a Class Action Complaint against Defendant in San Diego County Superior Court. On February 2, 2022, Defendant filed and served an Answer, denying all material allegations and asserting affirmative defenses.

On November 27, 2024, Plaintiff filed a First Amended Complaint against Defendant in San Diego Superior Court.

Plaintiff's Complaint asserts claims for (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenses; (8) Unfair Business Practices; and (9) Violation of the California Private Attorney General Act.

1 The Class Period covered by this Settlement is the period between May 3, 2017, and the date
2 of preliminary approval of this Settlement.

3 This Action has been actively litigated since it was filed. There have been on-going
4 investigations and an exchange of extensive data and information.

5 Counsel for the respective parties engaged in extensive discussions about the strengths and
6 weaknesses of the claims and defenses. The Parties attended mediation before an experienced and
7 well-regarded mediator, Francis J. Ortman, III, Esq. The mediation culminated in a settlement of
8 both Class and PAGA claims.

9 Plaintiff and Class Counsel concluded, after taking into account the sharply disputed factual
10 and legal issues involved in this Action, the risks attending further prosecution, and the substantial
11 benefits to be received pursuant to the compromise and settlement of the litigation as set forth in this
12 Agreement, that settlement on the terms set forth herein is in the best interests of Plaintiff and the
13 Settlement Class and is fair and reasonable. Similarly, Defendant concluded that there were benefits
14 associated with settling this Action. After taking into account the sharply disputed factual and legal
15 issues involved in this Action, the expense and burden of protracted litigation, and its desire to put
16 the controversy to rest, Defendant believes that settlement on the terms set forth in this Agreement is
17 in both its and the Settlement Class' best interests and is fair and reasonable to the Settlement Class.

18 The Parties agree to stipulate to class certification for purposes of settlement only as to the
19 Settlement Class and for the Released Class Claims and Released PAGA Claims. This Settlement
20 contemplates (a) entry of an Order preliminarily approving the Settlement and approving certification
21 of a provisional Settlement Class, contingent upon final approval of the Settlement; (b) entry of an
22 Order granting final approval of the Settlement of this Action; and (c) entry of a Judgment.

23 **E. TERMS OF SETTLEMENT**

24 In consideration for the mutual covenants, promises and agreements set forth herein, Plaintiff
25 and Defendant agree that this Action and any claims, damages or causes of action arising out of the
26 disputes which are the subject of the Complaint be settled and compromised as between Plaintiff and
27 the Settlement Class and Defendant, subject to the terms and conditions set forth in this Stipulation
28 of Settlement and the approval of the Court.

1 a. Total Settlement Amount. Total payment for the Settlement of this Action
2 shall be as follows:

3 b. Maximum Settlement Amount. To implement the terms of this Settlement,
4 Defendant agrees to pay a Maximum Settlement Amount of One Million Five Hundred Thousand
5 Dollars (\$1,500,000.00). The Maximum Settlement Amount will be held in an escrow account
6 established by the third-party Claims Administrator with a federally insured bank. Defendant will
7 deposit the Maximum Settlement Amount within thirty (30) calendar days of the Effective Date as
8 defined in this Agreement. At no time shall Defendant have the obligation to segregate the funds
9 comprising the Maximum Settlement Amount, and Defendant shall retain exclusive authority over,
10 and the responsibility for, those funds until they are paid to the Claims Administrator. All payments
11 to Class Members, attorneys' fees and costs, Service Payment to Plaintiff, PAGA payment to the
12 LWDA and Aggrieved Employees, and claims administration expenses, and the employer's share of
13 payroll taxes shall be paid out of the Maximum Settlement Amount.

14 c. Escalator. The Maximum Settlement Amount was calculated based upon data
15 gathered by Defendant at or around the time of mediation to form its best reasonable calculation of
16 Class Data, including the best estimate that there were 2,225 Class Members who collectively worked
17 a total of 120,706 Qualifying Weeks during the Class Period. If, during the course of this settlement
18 process, the total number of Qualifying Weeks worked by the Class Members during the Class Period
19 increases by more than 30% (i.e., a total of more than a total of 156,917 Qualifying Weeks), then the
20 Class Period shall be shortened to end on the date when the total Workweeks is approximately
21 156,916 provided that the resulting period does not end earlier than February 29, 2024 ("Alternative
22 End Date").

23 d. Net Settlement Amount. The Net Settlement Amount shall be calculated by
24 deducting from the Maximum Settlement Amount all Class Counsel Attorneys' Fees and Costs,
25 a Service Payment of Ten Thousand Dollars (\$10,000.00) to Plaintiff, a payment of Fifty-Six
26 Thousand Two Hundred Fifty Dollars (\$56,250.00) to the LWDA for PAGA Penalties (75% of
27 \$75,000.00), a payment of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00) to the
28 Aggrieved Employees for PAGA Penalties (25% of \$75,000.00), and all Settlement administration

costs (not to exceed \$30,000), and the employer's share of payroll taxes. The Parties agree that the entire Net Settlement Amount will be paid out to all Class Members who do not opt out and that the entire PAGA Penalties will be paid out to the LWDA and the Aggrieved Employees (whether or not they opt out of the class), and without the need to submit claims for payment. Amounts to be paid will be calculated by the Claims Administrator and paid out of the Maximum Settlement Amount.

e. Payments to Class Members. For purposes of determining the payments to be made to Class Members who do not exclude themselves from this Settlement, Defendant will provide the Claims Administrator with information from Defendant's records showing the number of Qualifying Weeks worked by each Class Member during the Class Period and the number of Qualifying Weeks worked by each Aggrieved Employee during the PAGA Period. The Claims Administrator will divide the Net Settlement Amount by the total number of Qualifying Weeks worked by all Class Members during the Class Period in order to determine the Dollar Value of a Qualifying Week. The Claims Administrator will calculate the individual payments to each Class Member by determining the total number of Qualifying Weeks worked by the Class Member during the Class Period and multiplying the total number by the Dollar Value.

The number of Qualifying Weeks worked by the Class Members during the Class Period will be determined from Defendant's records, which will be presumed to be correct unless credible written evidence to the contrary is timely submitted to the Claims Administrator by a Class Member. The Claims Administrator will calculate the Qualifying Weeks worked by the Class Members from the information provided by Defendant and will calculate the individual payments to be made to each eligible Class Member. The Claims Administrator will advise each Class Member in the Class Notice of Settlement of the number of Qualifying Weeks he or she worked during the Class Period and Qualifying Weeks worked during the PAGA Period. Class Members will have the opportunity to submit written disputes regarding any calculation of Qualifying Weeks to the Claims Administrator for resolution within forty-five (45) calendar days of the date the Claims Administrator mails the Class Notice of Settlement. All Qualifying Week disputes will be resolved and decided by the Claims Administrator, and the Claims Administrator's decision regarding such disputes shall be final.

1 f. Allocation of Settlement Awards. The Parties have agreed, based on the
2 allegations in this Action, that individual Settlement Awards payable to eligible Class Members from
3 the Net Settlement Amount will be allocated as follows: 20% to alleged unpaid wages and 80% to
4 alleged unpaid interest and penalties. PAGA Penalties will be deemed 100% penalties. IRS Forms
5 W-2 and 1099, as appropriate, shall be issued by the Claims Administrator to the Class Members for
6 the Settlement Awards.

7 g. Settlement Awards Do Not Trigger Additional Benefits. All Settlement
8 Awards to Class Members shall be deemed to be income to such Class Members solely in the year in
9 which such awards actually are received by the Class Members. It is expressly understood and agreed
10 that the receipt of such Settlement Awards will not entitle any Class Member to additional
11 compensation or benefits under any company bonus, contest, or other compensation or benefit plan
12 or agreement in place during the period covered by the Settlement, nor will it entitle any Class
13 Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation
14 benefits. It is the intent of this Settlement that the Settlement Awards provided for in this Agreement
15 are the sole payments to be made by Defendant to the Class Members in connection with this
16 Settlement, and that the Class Members are not entitled to any new or additional compensation or
17 benefits as a result of having received the Settlement Awards (notwithstanding any contrary language
18 or agreement in any benefit or compensation plan document that might have been in effect during the
19 period covered by this Settlement).

20 h. Mailing of Settlement Awards. The Claims Administrator shall cause the
21 Settlement Awards to be mailed to the Class Members within fourteen (14) calendar days after receipt
22 of payment of the Maximum Settlement Amount and the employer's portion of payroll taxes on wages
23 from Defendant. The expiration date of the Settlement Award checks will be one hundred eighty
24 (180) calendar days from the date the Settlement Award checks are issued.

25 i. Uncashed Settlement Checks. The Claims Administrator will send
26 one reminder notice to all Class Members who have not cashed their Settlement Award checks
27 thirty (30) calendar days prior to the 180-day deadline. Uncashed Settlement Award checks will not
28 be reissued except for good cause and as mutually agreed upon by the Parties in writing. Funds

1 represented by individual Settlement Award checks returned as undeliverable and individual
2 Settlement Award checks remaining un-cashed for more than one hundred eighty (180) calendar days
3 after issuance shall be tendered by the Claims Administrator to the State of California Controller's
4 Unclaimed Property Fund in the name of the Class Member.

5 j. PAGA. The Parties have allocated the sum of Seventy-Five Thousand Dollars
6 (\$75,000.00) to Plaintiff's claims under PAGA. Seventy-five percent (75%) of this amount will be
7 paid to the LWDA and twenty-five percent (25%) of this amount will be paid to the Aggrieved
8 Employees out of the Maximum Settlement Amount.

9 k. Service Payment. As payment for his time and effort in pursuing this Action
10 and in exchange for the general release more fully discussed below, Plaintiff shall be paid the sum of
11 Ten Thousand Dollars (\$10,000.00) as a service payment to be paid with the same timing as the
12 checks to Class Members. A Form 1099-MISC shall be issued by the Claims Administrator to
13 Plaintiff for the Service Payment. Any portion of the Service Payment which is not approved by the
14 Court will revert to the Net Settlement Amount.

15 l. Class Counsel Attorneys' Fees and Costs. In consideration for settling this
16 matter and in exchange for the release of claims by the Settlement Class, and subject to final approval
17 or modification by the Court, Class Counsel shall be awarded attorneys' fees not to exceed Five
18 Hundred Thousand Dollars (\$500,000.00), which is one-third (1/3) of the Maximum Settlement
19 Amount, and attorneys' costs up to the maximum amount of Thirty Thousand Dollars (\$30,000.00),
20 from the Maximum Settlement Amount. Defendant will not object to Class Counsel's application for
21 attorneys' fees and costs up to these amounts. The amounts set forth above will cover all work
22 performed and all fees to Class Counsel and costs incurred by Class Counsel to the date of payment,
23 all work to be performed, and all fees to Class Counsel and costs to be incurred by Class Counsel in
24 connection with the approval by the Court of this Stipulation of Settlement, and obtaining final
25 approval and judgment. Should Class Counsel request a lesser amount or the Court approve a lesser
26 amount of attorneys' fees and costs, the difference between the lesser amount and the maximum
27 amount set forth above shall be added to the Net Settlement Amount. The attorneys' fees and costs
28 approved by the Court shall be paid from the settlement fund to Class Counsel within forty-five (45)

1 calendar days following the Effective Date by the Claims Administrator in accordance with the
2 distribution of Settlement Funds.

3 m. Claims Administration Fees and Costs. Defendant will not object to Plaintiff
4 seeking approval from the Court for payment to the Claims Administrator of administration fees and
5 costs totaling up to \$30,000 as approved by the Court shall be paid within forty-five (45) calendar
6 days following the Effective Date.

7 n. Defendant's Right to Rescission. If more than ten percent (10%) of the
8 Settlement Class opt out of the Settlement Class by submitting timely and valid requests for exclusion
9 as set forth in the Class Notice of Settlement, Defendant shall have the right in its sole discretion to
10 rescind and void the Parties' Settlement, before final approval by the Court, by providing written
11 notice to Class Counsel and the Claims Administrator no later than seven (7) calendar days after
12 expiration of the opt-out deadline (provided that the Claims Administrator has previously furnished
13 Defendant with the number and percentage of timely and valid requests for exclusion). If Defendant
14 exercises this option, Defendant shall pay all costs of administration incurred up to that date.

15 o. Claims Administrator. The Parties have agreed to the appointment of CPT
16 Group, Inc. to perform the customary duties of claims administrator; provided, however, the Parties
17 shall have the right to select or substitute a different claims administrator by mutual agreement. The
18 Claims Administrator will receive the Class Data from Defendant and send the Class Notice of
19 Settlement to the Class Members. As set forth above, the Claims Administrator will calculate the
20 amounts due to Class Members (less appropriate deductions) in accordance with this Stipulation of
21 Settlement. Defendant will provide the Claims Administrator with information needed to perform its
22 duties. Upon receipt of funds from Defendant, the Claims Administrator will issue and send
23 Settlement Award checks to Class Members, the LWDA, Aggrieved Employees, and Class Counsel.
24 Tax treatment of the Settlement Awards will be as set forth herein, and in accordance with state and
25 federal tax laws. All disputes relating to the Claims Administrator's performance of its duties shall
26 be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and
27 conditions of this Stipulation of Settlement until all payments and obligations contemplated by this
28 Stipulation of Settlement have been fully carried out.

p. Notice to Class Members. A "Notice of Proposed Class Action Settlement and Hearing Date for Final Approval" in substantially the form attached hereto as **Exhibit A**, and as approved by the Court, shall be sent by the Claims Administrator to the Class Members by U.S. First-Class mail within fourteen (14) calendar days of receipt of the Class Data from Defendant. Any returned envelopes from this mailing with forwarding addresses will be used by the Claims Administrator to forward the Class Notice of Settlement to the Class Members. The Class Notice of Settlement shall also identify the procedures for opting out of or objecting to the Settlement.

q. Mailing of Notice. Within twenty (20) calendar days of preliminary approval of this Settlement by the Court, Defendant shall provide to the Claims Administrator all Class Data available to it. The Parties agree that the Class Members' contact information and Social Security Numbers will be used only by the Claims Administrator for the sole purpose of effectuating the Settlement and will not be provided by the Claims Administrator to Class Counsel at any time or in any form. The Claims Administrator shall take reasonable steps to protect the confidential and private information of the Class Members. To the extent Class Counsel possesses or comes to possess the Class Members' contact information, Social Security Numbers, and/or Federal Employment Identification Numbers (other than Plaintiff's), Class Counsel shall return all such information (including copies and data or information derived therefrom) within seven (7) calendar days from the Effective Date of the Settlement, shall not retain copies of such information, and shall not maintain or use such information for any purpose. The spreadsheet provided for above shall be based on Defendant's payroll and other business records and in a format acceptable to the Claims Administrator. Defendant agrees to consult with the Claims Administrator prior to the production date to ensure the format will be acceptable to the Claims Administrator. The Claims Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List.

r. Returned Notices. Class Notices of Settlement returned to the Claims Administrator as non-delivered during the 60-calendar-day period for submission of requests for exclusion from the Settlement shall be resent to the forwarding address, if any, on the returned envelope. If there is no forwarding address, the Claims Administrator will do a National Change of

1 Address check, skip-trace return mail, and re-mail within three (3) business days of receipt using the
 2 Class Member's Social Security Number and/or Federal Employment Identification Number. All
 3 Class Members whose Class Notices are re-mailed shall have 15 additional calendar days (75 days
 4 total) to object to, dispute, or opt out from the Settlement. Upon completion of these steps by the
 5 Claims Administrator, Defendant and the Claims Administrator shall be deemed to have satisfied
 6 their obligations to provide the Class Notice of Settlement to all of the members of the Settlement
 7 Class. All such members who have not submitted requests for exclusion shall remain members of the
 8 Settlement Class and shall be bound by all the terms of the Stipulation of Settlement and the Court's
 9 Final Approval Order and Judgment.

10 s. Declaration of Due Diligence. Class Counsel shall provide to the Court, at
 11 least sixteen (16) court days before the final fairness and approval hearing, or as soon thereafter as
 12 reasonably possible, a declaration by the Claims Administrator of due diligence and proof of mailing
 13 with regard to the mailing of the Class Notice of Settlement.

14 t. Opting Out of the Settlement. Class Members who do not wish to participate
 15 in the Settlement may exclude themselves by submitting a timely written request for exclusion to the
 16 Claims Administrator. The request for exclusion should state that he or she has received the Class
 17 Notice of Settlement, that he or she has decided not to participate in the Settlement, and words to the
 18 effect that he or she desires to be excluded from the Settlement. The request for exclusion must also
 19 state the individual's full name, address, telephone number, and Social Security Number's last four
 20 digits. The request for exclusion must be signed, dated and mailed by U.S. First-Class mail to the
 21 Claims Administrator. All requests for exclusion must be postmarked and mailed to the Claims
 22 Administrator no later than sixty (60) calendar days after the Claims Administrator mails the Class
 23 Notice of Settlement to the Class Members, plus fifteen (15) calendar days for Class Members whose
 24 Class Notices were re-mailed (75 days total). Any individual who submits a request for exclusion
 25 will not be allowed to object to the terms of the Settlement. If a Class Member both objects to the
 26 Settlement and opts out of the Settlement, their objections will be disregarded and they will be deemed
 27 to have opted out of the Settlement.

28 u. Objecting to the Settlement. Any individual who does not exclude himself or

herself from the Settlement can object to the terms of the Settlement before or at the final fairness and approval hearing date. Participating Class Members may send written objections to the Claims Administrator by fax, email, or mail. In the alternative, participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the final approval hearing. A participating Class Member who elects to send a written objection to the Claims Administrator must do so no later than 60 days after the Claims Administrator's mailing of the Class Notice (plus 15 days for Class Members whose Class Notices were re-mailed). If the Court rejects the objection, the individual will be bound by the terms of the Settlement and will receive his or her portion of the Settlement.

v. Release by the Class. Upon final approval by the Court of this Settlement Agreement, and except as to such rights or claims as may be created by this Settlement Agreement, all Settlement Class Members, except those Settlement Class Members who submit valid and timely written requests for exclusion, fully release and discharge the Released Parties from any and all Released Class Claims as defined in this Agreement.

w. Release by the Aggrieved Employees. Upon final approval by the Court of this Settlement Agreement and Defendant's payment in full of the Maximum Settlement Amount and the employer's share of taxes on wages, and except as to such rights or claims as may be created by this Settlement Agreement, all Aggrieved Employees, whether or not they submit requests for exclusion, fully release and discharge the Released Parties from any and all Released PAGA Claims as defined in this Agreement.

x. Release of Additional Claims and Rights by Plaintiff. Upon final approval by the Court of this Settlement Agreement and Defendant's payment in full of the Maximum Settlement Amount and the employer's share of taxes on wages, Plaintiff will agree to the additional following General Release:

In consideration for Defendant's promises and agreements as set forth herein, Plaintiff hereby fully releases the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally releases and discharges the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind arising out

of or relating to Plaintiff's employment by Defendant or termination thereof, which have been or could have been asserted against the Released Parties, including but not limited to claims for wages, restitution, penalties, interest, retaliation, wrongful termination of employment, and/or discrimination on the basis of sex, race, national origin, ancestry, age, religion, disability, handicap, or veteran status, and/or any state, federal or common law, statutory, or other employment-related claims. This release specifically includes any and all claims, demands, obligations, and/or causes of action for damages, restitution, penalties, interest, and attorneys' fees and costs relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

In consideration for this general release of claims and to compensate Plaintiff for his time and effort serving as Class Representative, Plaintiff will be paid out of the Settlement funds the sum of Ten Thousand Dollars (\$10,000.00) as a service payment. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the payment made pursuant to this paragraph and will hold Defendant harmless from any claim or liability for taxes, penalties or interest arising as a result of the payment.

To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery and other proceedings shall be stayed pending Court approval of the Settlement. The Parties also agree to notify the Court of the Settlement and to request that all current court deadlines be continued pending preliminary approval of the Settlement. Class Counsel further agrees not to initiate communication (oral and written) with the Released Parties' current employees.

1 y. Preliminary Approval. Upon execution of this Stipulation of Settlement,
 2 Plaintiff shall promptly submit this Stipulation of Settlement to San Diego County Superior Court in
 3 support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement and for
 4 determination by the Court as to its fairness, adequacy and reasonableness. Plaintiff shall not set the
 5 hearing for Preliminary Approval until after the time which it can and will file an Amended Complaint
 6 including a claim under PAGA. The submission of the Motion for Preliminary Approval will include
 7 such motions, pleadings and evidence as may be required for the Court to determine that this
 8 Agreement is fair, adequate and reasonable, as required by Section 382 of the California Code of
 9 Civil Procedure and Rule 3.769 *et seq.* of the California Rules of Court; a Class Notice of Settlement
 10 in substantially the form attached hereto as **Exhibit A**. The Motion for Preliminary Approval will
 11 include requests for at least the following:

- 12 1. scheduling a final fairness and approval hearing on the question of
 13 whether the proposed Settlement, including payment of the Settlement
 14 Awards, Class Counsel Attorneys' Fees and Costs, Service Payment to
 15 Plaintiff, PAGA payment to the LWDA, and claims administration
 16 costs should be finally approved as fair, reasonable and adequate as to
 17 the members of the Settlement Class;
- 18 2. certifying a Settlement Class, appointing D'Maggio Angeleno Davis-
 19 Morales as Class Representative, and appointing Wilshire Law Firm as
 20 Class Counsel;
- 21 3. approving as to form and content the proposed Class Notice of
 22 Settlement;
- 23 4. approving the manner and method for Class Members to request
 24 exclusion from the Settlement as contained herein and within the Class
 25 Notice of Settlement;
- 26 5. approving the manner and method for Class Members to object to the
 27 Settlement as contained herein and within the Class Notice of
 28 Settlement;

6. directing the mailing of the Class Notice of Settlement by U.S. First-Class mail to the Class Members; and

7. preliminarily approving the Settlement subject only to the objections of Class Members and final review by the Court.

z. Final Fairness and Approval Hearing. On the date set forth for such hearing in the Order Granting Preliminary Approval of Class Action Settlement, a final fairness and approval hearing shall be held before the Court in order to consider and determine whether: (a) the Court should give this Agreement final approval; (b) Class Counsel's application for attorneys' fees and costs should be granted; and (c) any timely objections made and all responses by Class Counsel and Defendant's counsel to such objections have any merit. At the final fairness and approval hearing, Plaintiff/Class Representative, Class Counsel, and Defendant's counsel shall request the Court to give final approval to this Agreement.

aa. Parties' Authority. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

bb. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including but not limited to executing such documents and taking such other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's final approval of this Stipulation of Settlement. The Parties and their respective counsel agree that they will not attempt to encourage or discourage Class Members from filing requests for exclusion.

cc. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to

1 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
2 action, cause of action, or right herein released and discharged except as set forth herein.

3 dd. No Admission. Nothing contained herein, nor the consummation of this
4 Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability,
5 negligence, or wrongdoing on the part of Defendant. Each of the Parties hereto has entered into this
6 Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the
7 attendant inconvenience and expenses.

8 ee. Enforcement Actions. The Parties agree that San Diego County Superior
9 Court shall retain jurisdiction to enforce the terms of this Settlement pursuant to Section 664.6 of the
10 California Code of Civil Procedure. In the event one or more of the Parties to this Stipulation of
11 Settlement institutes any legal action or other proceeding against any other party or parties to enforce
12 the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation
13 of Settlement, the successful party or parties shall be entitled to recover from the unsuccessful party
14 or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection
15 with any enforcement actions.

16 ff. Confidentiality. Plaintiff and Class Counsel agree that the terms of this
17 Settlement (including, but not limited to, the Maximum Settlement Amount), the negotiations leading
18 to this Settlement, and all documents related to this Settlement, including the Memorandum of
19 Understanding and any subsequent settlement contracts, shall not be discussed with, publicized, or
20 promoted to the public prior to filing the motion for preliminary approval of this Settlement.
21 Notwithstanding the foregoing, Plaintiff and Class Counsel may tell the public in general only that
22 certain claims "have been resolved by the parties."

23 gg. Notices. Unless otherwise specifically provided herein, all notices, demands,
24 or other communications given hereunder shall be in writing and shall be deemed to have been duly
25 given as of the seventh business day after emailing or mailing by U.S. registered or certified mail,
26 return receipt requested, addressed as follows:

To Plaintiff and the Settlement Class

Tyler Woods
James Yoo
Alan Wilcox
Wilshire Law Firm
660 S. Figueroa Street, Sky Lobby
Los Angeles, CA 90017
tyler.woods@wilshirelawfirm.com
james.yoo@wilshirelawfirm.com
alan.wilcox@wilshirelawfirm.com

To Defendant

Evan Dwin, Esq.
DWIN LEGAL, APC
2121 Palomar Airport Road, Suite 160
Carlsbad, CA 92011
edwin@dwinlegal.com

hh. Construction. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties with the assistance of a neutral mediator, and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any party, or her or its counsel, participated in the drafting of this Stipulation of Settlement.

ii. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

jj. Modification. This Stipulation of Settlement may not be changed, altered, or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

kk. Integration Clause. This Stipulation of Settlement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

ll. Binding Effect. This Stipulation of Settlement shall be binding upon and inure

1 to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators,
2 successors, and assigns.

3 mm. Class Member Signatories. It is agreed that, because the Class Members are
4 so numerous, it is impossible or impractical to have each Class Member execute this Stipulation of
5 Settlement. The Class Notice of Settlement (**Exhibit A** hereto) will advise all Class Members of the
6 binding nature of the release, and the release shall have the same force and effect as if this Stipulation
7 of Settlement were executed by each Class Member.

8 nn. Counterparts. This Stipulation of Settlement may be executed in counterparts
9 and by facsimile signatures, and when each party has signed and delivered at least one such
10 counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and,
11 when taken together with other signed counterparts, shall constitute one Stipulation of Settlement
12 binding upon and effective as to all Parties.

13 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint
14 Stipulation of Settlement as of the date(s) set forth below:

15 DATED: May 18, 2026

DWIN LEGAL, APC

Evan Dwin

By: Evan Dwin
Attorneys for Defendant
CALL GROCERY, INC.

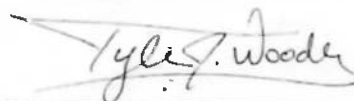
20 DATED: 5/18/2026

CALL GROCERY, INC.

22 By: Matt Frazier
President

1 DATED: May 14, 2026

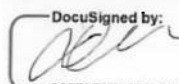
**APPROVED BY CLASS COUNSEL AS TO FORM
WILSHIRE LAW FIRM**



By: Tyler Woods
James Yoo
Alan Wilcox
Attorneys for Plaintiff
D'Maggio Angeleno Davis-Morales

7 DATED: 5/14/2026

**PLAINTIFF AND CLASS REPRESENTATIVE
D'MAGGIO ANGELENO DAVIS-MORALES**

DocuSigned by:


By: D'Maggio Angeleno Davis-Morales
Plaintiff and Class Representative