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CHEYLYN ROSS and DANNY ARMENTA  
on behalf of themselves and all others similarly situated

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STATER BROS. MARKETS, a California corporation

ADDITIONAL COUNSEL ON NEXT PAGE

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF SAN BERNARDINO**

CHEYLYN ROSS, individually and on  
behalf of all others similarly situated,

Plaintiffs,

vs.

STATER BROS. MARKETS, a  
California Corporation; and DOES 1-50,  
inclusive,

Defendants.

Case No. CIVDS1902518

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

Assigned for all purposes to Hon. David Cohn  
Dept. S-26

Action Filed: January 25, 2019  
FAC Filed: April 3, 2019  
Trial Date: None Set

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12 Attorneys for Plaintiff Katrina Biggers and the Class  
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1 Subject to final approval by the Court, which counsel and the Parties agree to pursue and  
2 recommend in good faith, Plaintiffs Cheylyn Ross ("Ross"), Katrina Biggers ("Biggers"), and  
3 Danny Armenta ("Armenta"), individually and on behalf of all employees similarly situated, on  
4 the one hand, and Defendant Stater Bros. Markets ("Defendant" or "Stater Bros."), on the other  
5 (collectively, the "Parties"), hereby agree to the following binding settlement of the Action, as  
6 defined below. The Parties request that the Court make and enter judgment, subject to the  
7 continuing jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and  
8 terms set forth herein which by this reference become an integral part of this Stipulation of  
9 Settlement.

#### 10 I. DEFINED TERMS

11 As used herein, the following terms are defined as:

12 1. "Action" means the action of *Cheylyn Ross v. Stater Bros. Markets*, San Bernardino  
13 County Superior Court Case No. CIVDS1902518, as amended following the filing of the Amended  
14 Complaint.

15 2. "Agreement," "Settlement," or "Stipulation" means this Joint Stipulation of Class  
16 Action and PAGA Settlement and Release.

17 3. "Amended Complaint" means the amended complaint that Plaintiffs will file in the  
18 Action in advance of seeking and receiving Court approval to add Katrina Biggers and Danny  
19 Armenta as named plaintiffs/class representatives, and add any and all claims and causes of action  
20 that were asserted in the civil actions entitled *Katrina Biggers v. Stater Bros. Markets*, San  
21 Bernardino County Superior Court Case No. CIVDS1914122, *Katrina Biggers v. Stater Bros.*  
22 *Markets*, San Bernardino County Superior Court Case No. CIV DS 2010164, *Danny Armenta v.*  
23 *Stater Bros. Markets*, Riverside County Superior Court Case No. RIC2000225, *Danny Armenta v.*  
24 *Stater Bros. Markets*, Riverside County Superior Court Case No. RIC2003532, which is attached  
25 herein as Exhibit A.<sup>1</sup>

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28 <sup>1</sup> In the event the Settlement does not become final and/or effective (either because of rescission or lack of judicial approval or otherwise): (1) Defendant shall not oppose Plaintiff's request to transfer the *Armenta I* and *Armenta II* actions back to Riverside Superior Court (but reserves its rights to subsequently remove the case thereafter); and (2)

4. “Attorneys’ Fees and Cost Award” means the amount authorized by the Court to be paid to Class Counsel for the services they have rendered and expenses they have incurred in prosecuting the Action. Class Counsel shall request, and Defendant will not oppose, an award of Attorneys’ Fees of up to One-Third (1/3) or \$2,050,000.00 of the Gross Settlement Amount, and of costs of up to \$50,000.00 of the Gross Settlement Amount. The Attorneys’ Fees and Cost Award shall be paid from the Qualified Settlement Fund. Class Counsel will be issued IRS Form 1099 for the Fees and Cost Award.

5. “Claims” means any and all claims which were asserted, or could have been asserted, based on the factual allegations in the Action.<sup>2</sup>

6. “Class” and “Class Members” mean and refer to all individuals employed by Defendant as non-exempt, hourly retail employees within the State of California during the Class Period. Based upon the documents and information exchanged prior to mediation, the Parties believe that the Class includes approximately 28,498 Class Members between September 7, 2018, and January 12, 2021, and that there were approximately 1,714,570 weeks worked by Class Members through January 12, 2021. Because the contemplated Settlement involves a Class Period which ends at the date of preliminary approval, or 180 days following the lapse of the mediator’s proposal (i.e., November 10, 2021)—whichever occurs first, the number of weeks worked by the Class Members is estimated to be approximately 2,500,000 weeks at the time of preliminary approval. In the event that the total number of weeks worked by the Class during the Class Period increases by more than 5% from this estimate (i.e., 2,750,000 weeks or greater), then the Gross Settlement Amount will increase proportionately over the 5% grace (i.e. meaning if the total number of weeks worked during the Class Period increases by 6%, the Gross Settlement Amount will increase by 1%).

7. “Class Counsel” and “Plaintiffs’ Counsel” mean James R. Hawkins, Christina M.

the Parties shall have all rights and defenses which existed in each of the lawsuits referenced herein as of May 14, 2021.

<sup>2</sup> Given the number, size, and comprehensiveness of the five separately-filed lawsuits resolved by way of this Settlement, this definition is intended to be as broad as the law permits and shall include, but not be limited to, any and all claims arising under the California Labor Code or California Wage Orders, which were pleaded or could have been pleaded based on the facts alleged in the Amended Complaint.

1 Lucio and Mitchell J. Murray of James Hawkins APLC; Larry W. Lee and Max W. Gavron of  
2 Diversity Law Group, P.C.; and William L. Marder of Polaris Law Group, who shall be appointed  
3 Class Counsel upon approval by the Court.

4 8. "Class List and Data Report" means a list of the names, last known mailing address  
5 and telephone number, the last four digits of the Social Security number, and the number of Weeks  
6 Worked by each Class Member during the Class Period. Defendant will diligently and in good  
7 faith compile the Class List and Data Report and provide the Class List and Data Report to the  
8 Settlement Administrator and Class Counsel within thirty (30) calendar days of Preliminary  
9 Approval of the Settlement. The Class List and Data Report shall be provided in a computer-  
10 readable format. If any of this information is unavailable to Defendant, Defendant will so inform  
11 Class Counsel, and the Parties will make their best efforts to reconstruct or otherwise agree upon  
12 how to deal with the unavailable information. The Class List and Data Report shall be based on  
13 Defendant's payroll, personnel, and other business records. The Settlement Administrator shall  
14 maintain the Class List and Data Report, and all data contained within the Class List and Data  
15 Report shall be kept private and confidential. The Settlement Administrator shall not be permitted  
16 to share any class information included in the Class List and Data Report with Plaintiffs or Class  
17 Counsel absent express written approval by Defendant or Defense Counsel. The Settlement  
18 Administrator is permitted to share the aggregate total number of Class Members, Weeks Worked,  
19 and other such data points with Class Counsel for purposes of monitoring and administering this  
20 Settlement.

21 9. "Class Period" means the period of time from September 7, 2018 through the date  
22 of preliminary approval of this Settlement, or 180 days following the lapse of the mediator's  
23 proposal (i.e., November 10, 2021)—whichever occurs first.

24 10. "Court" means the Superior Court for the State of California, for the County San  
25 Bernardino.

26 11. "Defendant" means and refers to Defendant Stater Bros. Markets.

27 12. "Defendant's Counsel" or "Defense Counsel" means Richard D. Marca, Ankit H.  
28 Bhakta, and Christopher S. Milligan of Varner & Brandt LLP.

1           a.       “Effective Date” means the date by which the Settlement is finally approved, and  
2 the Superior Court’s Final Judgment becomes final. For purposes of this paragraph, the Superior  
3 Court’s Final Judgment “becomes final” upon the latter of: (a) if there are no objections to the  
4 settlement, then the date of final approval by the Court; (b) if there are objections to the settlement,  
5 and if an appeal, review or writ is not sought from the order granting final approval of the  
6 settlement, the 61st day after service of notice of entry of the order; or (c) if an appeal, review or  
7 writ is sought from the order, the day after the order is affirmed or the appeal, review or writ is  
8 dismissed or denied, and the order is no longer subject to further judicial review. In this regard, it  
9 is the intention of the Parties that the Settlement shall not become final until the Court’s order  
10 approving the Settlement is completely final, the Court has entered an appropriate judgment, and  
11 there is no further recourse by an appellant or objector—if any—who seeks to contest the  
12 Settlement.

13           13.     “Final Approval Hearing/Settlement Fairness Hearing” means the hearing at which  
14 the Court considers whether to approve the Settlement and to enter the Final Judgment.

15           14.     “Final Approval Order” means the order from this Court granting final approval of  
16 this Settlement.

17           15.     “Final Judgment” means the Court’s Final Judgment.

18           16.     “General Release” means that Plaintiffs, in their individual capacity and with  
19 respect to their individual claims only, agree to release the Released Parties from any and all  
20 claims, demands, rights, liabilities and causes of action of every nature and description whatsoever,  
21 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for  
22 violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection  
23 with any act or omission by or on the part of any of the Released Parties committed or omitted  
24 prior to the date of the Preliminary Approval Order, including a waiver of Civil Code § 1542.

25           17.     “Gross Settlement Amount” equals \$6,150,000.00. All payments associated with  
26 the Settlement shall be paid from the Gross Settlement Amount, including all payments to  
27 Participating Class Members, Plaintiffs, Class Counsel, the Labor and Workforce Development  
28 Agency (“LWDA”), and the Settlement Administrator. Employer-owed taxes on the wage portion

1 of the Settlement shall be funded by Defendant separately from the Gross Settlement Amount, and  
2 calculated and distributed by the Settlement Administrator. With the exception of its obligation to  
3 pay employer-owed taxes, unless the Weeks Worked by Class Members exceeds the grace period,  
4 as set forth in Section I, Paragraph 6 above, the total gross amount Defendant can be required to  
5 pay under this Settlement is \$6,150,000.00.

6 18. "Individual Settlement Payment" means the settlement amount for each individual  
7 Participating Class Member resulting from the calculations set forth in paragraph III.12.

8 19. "Net Class Settlement Fund" refers to the funds that will be distributed to  
9 Participating Class Members under this Stipulation after payment of any Attorneys' Fees and Cost  
10 Award, Service Awards, Settlement Administration Costs, and the \$75,000.00 payment to the  
11 California Labor and Workforce Development Agency ("LWDA") pursuant to the Private  
12 Attorneys' General Act ("PAGA") allocation, which represents 75% of the \$100,000.00 PAGA  
13 settlement portion from the Gross Settlement Amount. No portion of the "Net Class Settlement  
14 Fund" shall revert to Defendant, and the entire "Net Class Settlement Fund," after the deductions  
15 authorized herein, shall be paid out to the Class Members who do not exclude themselves from the  
16 Settlement.

17 20. "Notice" or "Notice to Class Members" means the Notice of Pendency of Class  
18 Action Settlement to be sent to all Class Members in both English and Spanish which describes  
19 the Settlement, the procedure and time period to submit an opt-out form or to object to the  
20 Settlement, and the date set for the Final Approval Hearing. (See Notice to Class Members  
21 attached as Exhibit B.)

22 21. "Opt-Out/Objection Deadline Date" means the date thirty (30) calendar days after  
23 the date the Notice is mailed, on or before which a Class Member's written objection or opt-out  
24 must be submitted in order to validly object or exclude themselves from the Settlement. If the  
25 30th day falls on a Sunday or Federal holiday, the deadline will be extended to the next day on  
26 which the U.S. Postal Service is open. The deadline may also be extended by express agreement  
27 between Class Counsel and Defense Counsel. Under no circumstances, however, will the  
28 Settlement Administrator have the authority to extend the deadline for Class Members to submit

an objection or opt-out to the Settlement.

22. “PAGA Payment” means Defendant’s payment of \$75,000.00 to the LWDA, to be paid from the Gross Settlement Amount. This LWDA payment represents 75% of the \$100,000.00 PAGA portion of the settlement. This PAGA Payment is made pursuant to California Labor Code § 2699(i).

23. “PAGA Released Claims” means the release by all Class Members for any and all claims that arise out of or relate to the California Labor Code sections 2698 *et seq.*, and California Business and Professions Code Section 17200, as pleaded in any PAGA Notice by the named plaintiffs and the Amended Complaint, or which could have been pleaded based on the factual allegations contained therein, from September 7, 2018 through the date of preliminary approval of this Settlement, or 180 days following the lapse of the mediator’s proposal (i.e., November 10, 2021)—whichever occurs first.

24. “Participating Class Member” means a Class Member who has not validly opted out of the Settlement.

25. “Parties” means Defendant, Plaintiffs, and the Participating Class Members.

26. “Plaintiffs” means Plaintiffs Cheylyn Ross, Katrina Biggers, and Danny Armenta.

27. “Preliminary Approval Order” means the Order issued by the Court preliminarily approving the terms of the Settlement set forth in this Stipulation.

28. “Qualified Settlement Fund” shall be the fund established by the Settlement Administrator pursuant to Internal Revenue Code § 1.468B-1 and funded by Defendant within thirty (30) calendar days after the Effective Date. This amount equals \$6,150,000.00, and includes all settlement payments, costs, attorneys’ fees, settlement administration costs, PAGA payment, and service awards.

29. “Released Parties” means Defendant and its present and former parent companies, subsidiaries, affiliated and related parties, joint employers, co-employers, and each of their respective present and former owners, boards, directors, officers, trustees, shareholders, members, partners, employees, agents, attorneys, representatives, successors, and assigns.

30. “Released Claims” is defined as follows: the Participating Class Members shall

1 fully and finally release and discharge the Released Parties, during the Class Period, of any and all  
2 applicable federal, California, and local wage and hour claims, rights, demands, liabilities and  
3 causes of action which were brought or could have been brought in the Action against Defendant  
4 based on the factual allegations of the Action, including but not limited to, all claims for unpaid  
5 wages, including minimum wages and overtime compensation; failure to provide lawful meal  
6 period and rest periods; failure to provide sick pay; failure to compensate for alleged off-the-clock  
7 work; failure to timely pay wages owed upon separation from employment; failure to reimburse  
8 necessary expenses (which includes but is not limited to reimbursement for uniforms); knowing  
9 and intentional failure to comply with accurate itemized wage statement provisions; and unfair  
10 business practices related to the Released Claims; penalties, including civil penalties, statutory  
11 penalties, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and  
12 waiting-time penalties; and attorneys' fees and costs; all claims related to the Class Released  
13 Claims arising under: the California Labor Code, including, but not limited to, sections 201, 202,  
14 203, 204, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 516, 1174, 1194, 1194.2, 1195,  
15 1197, 1198, 2802, 2698 *et seq.*, 2699 *et seq.*; the Wage Orders of the California Industrial Welfare  
16 Commission; the California Private Attorneys General Act of 2004 ("PAGA"); California  
17 Business and Professions Code § 17200, *et seq.*; and California Code of Civil Procedure § 1021.5.  
18 This release excludes the release of claims not permitted by law but shall operate to release claims  
19 to the broadest extent permitted by law.

20 31. "Service Award" means the amount that the Court authorizes to be paid to the  
21 Plaintiffs over and above their Individual Settlement Payments, in recognition of their efforts in  
22 assisting with the prosecution of the Action on behalf of the Class Members and in return for  
23 executing a General Release of all Claims against Defendant. Plaintiffs will request a Service  
24 Award of \$10,000.00 paid to each individual representative Plaintiff. Plaintiffs will be issued an  
25 IRS Form 1099 in connection with their Service Awards.

26 32. "Settlement Administrator" means CPT Group, Inc.

27 33. "Settlement Administration Costs" means all costs incurred in administering the  
28 Settlement.

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1 also aware of the burdens of proof necessary to establish liability for the claims asserted in the  
2 Action, both generally and in response to Defendant's defenses thereto. Plaintiffs and Plaintiffs'  
3 Counsel have also taken into account the extensive settlement negotiations conducted. Plaintiffs  
4 and Plaintiffs' Counsel have also taken into account Defendant's agreement to enter into a  
5 settlement that confers substantial relief upon the Participating Class Members. Based on the  
6 foregoing, Plaintiffs and Plaintiffs' Counsel have determined that the Gross Settlement Amount  
7 set forth in this Agreement is a fair, adequate and a reasonable settlement, and is in the best interests  
8 of the Class.

9 **C. DEFENDANT'S REASONS FOR SETTLEMENT**

10 Defendant has concluded that any further defense of this litigation would be protracted and  
11 expensive for all Parties. Substantial amounts of time, energy, and resources of Defendant have  
12 been spent and, unless this Settlement is made, will continue to be devoted to the defense of the  
13 Claims asserted. Defendant has also taken into account the risks of further litigation in reaching  
14 its decision to enter into this Settlement. Defendant has, therefore, agreed to settle in the manner  
15 and upon the terms set forth in this Agreement to put to rest the Claims as set forth in the Action.

16 Defendant denies and continues to deny each of the claims in Plaintiffs' Complaint and the  
17 contentions alleged by Plaintiffs in the Action. Defendant has repeatedly asserted and continues  
18 to assert defenses thereto, and has expressly denied and continues to deny any wrongdoing or legal  
19 liability arising out of any of the facts or conduct alleged in the Action.

20 **D. PLAINTIFFS' CLAIMS**

21 Plaintiffs have claimed and continue to claim that the Released Claims have merit and give  
22 rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims.  
23 Nothing contained in this Agreement and no documents referred to herein and no action taken to  
24 carry out this Agreement may be construed or used as an admission by or against the Plaintiffs or  
25 Plaintiffs' Counsel as to the merits or lack thereof of the Claims asserted.

26 **III. STIPULATION AND AGREEMENT**

27 ***NOW, THEREFORE, IT IS HEREBY STIPULATED***, by and among the Plaintiffs on  
28 behalf of the Class Members on the one hand, and Defendant, on the other hand, and subject to the

1 approval of the Court, that the Action is hereby being compromised and settled subject to the  
2 following terms and conditions:

3 1. Full Investigation. Plaintiffs and Plaintiffs' Counsel have fully investigated the  
4 factual and legal bases for the causes of action asserted in the Action.

5 2. Release as to All Participating Class Members. As of the date of the Final Approval  
6 Order in this Action and upon the full funding of the Qualified Settlement Fund, the Participating  
7 Class Members, including the Plaintiffs, release the Released Parties from the Released Claims. In  
8 connection with the above Released Claims, and in consideration of Defendant's payments of the  
9 sums provided herein, each and every Participating Class Member will be deemed also to have  
10 acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Parties  
11 hereto or the Participating Class Members because there is a good faith dispute as to whether any  
12 wages are due at all to any Participating Class Member.

13 3. Release to All Class Members. All Class Members, including Plaintiffs, shall be  
14 deemed to have released their respective PAGA Released Claims against the Released Parties upon  
15 the Effective Date. It is understood that Class Members will not have the opportunity to opt out  
16 of, or object to, the PAGA Released Claims. Further, the Class Members are bound by the PAGA  
17 Released Claims regardless of whether they cash and/or otherwise negotiate their Individual  
18 Settlement Payment.

19 4. General Release by Plaintiffs Only. In addition to the releases made by the  
20 Participating Class Members as set forth in Paragraph 2 hereof, Plaintiffs, in their individual  
21 capacity and with respect to their individual claims only, agree to release the Released Parties from  
22 any and all claims, demands, rights, liabilities and causes of action of every nature and description  
23 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort,  
24 contract, or for violation of any state or federal statute, rule or regulation arising out of, relating  
25 to, or in connection with any act or omission by or on the part of any of the Released Parties  
26 committed or omitted prior to the date of the Preliminary Approval Order including a waiver of  
27 Civil Code § 1542.

28 The General Release includes any unknown Claims that Plaintiffs do not know or suspect

1 to exist in their favor at the time of the General Release, which, if known by them, might have  
2 affected their settlement with, and release of, the Released Parties or might have affected their  
3 decision not to object to this Settlement or the General Release.

4 With respect to the General Release, Plaintiffs stipulate and agree that, upon the date of the  
5 Preliminary Approval Order, Plaintiffs shall be deemed to have expressly waived and relinquished,  
6 to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the  
7 California Civil Code, or any other similar provision under federal or state law as to the generally  
8 released claims, which provides:

9 **A general release does not extend to claims that the creditor or**  
10 **releasing party does not know or suspect to exist in his or her**  
11 **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.**

12 Plaintiffs may hereafter discover facts in addition to or different from those they now know  
13 or believe to be true with respect to the subject matter of the General Release. Nonetheless,  
14 Plaintiffs have, fully, finally, and forever settled and released any and all of the claims released  
15 pursuant to the General Release whether known or unknown, suspected or unsuspected, contingent  
16 or non-contingent, which now exist, or heretofore have existed upon any theory of law or equity  
17 now existing or coming into existence in the future, including, but not limited to, conduct that is  
18 negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard  
19 to the subsequent discovery or existence of such different or additional facts.

20 5. Service Award. Subject to Court approval, in exchange for the General Release  
21 and for their time and effort in bringing and prosecuting this matter, Plaintiffs shall each be paid  
22 up to a maximum of \$10,000.00 (\$30,000.00 total). This payment is expressly made for their time  
23 and effort in service as class representatives and in return for a General Release of all claims of  
24 Plaintiffs against Defendant, as set forth in Section III, Paragraph 4 above. This time and effort  
25 payment shall be paid to the Plaintiffs by the Settlement Administrator no later than forty (40)  
26 calendar days after the Effective Date. The Service Award shall be made solely from the Qualified  
27 Settlement Fund. The Parties agree that a decision by the Court to award Plaintiffs an amount less  
28 than the amount stated above shall not be a basis for the Plaintiffs or Plaintiffs' Counsel to void

1 this Stipulation. The Settlement Administrator shall issue a Form 1099 – MISC, Box 3 for the  
2 Service Awards. Any amount awarded for service payments to the Plaintiffs less than the amounts  
3 stated above will result in the non-awarded funds being part of the Net Class Settlement Fund  
4 available for distribution to the Participating Class Members. The Plaintiffs shall be solely and  
5 legally responsible to pay any and all applicable taxes on this payment and shall hold Defendant  
6 harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Service  
7 Award. The Service Award shall be in addition to the Plaintiffs' share of the Net Class Settlement  
8 Fund as a Participating Class Member.

9 6. Tax Liability. Defendant makes no representations as to the tax treatment or legal  
10 effect of the payments called for hereunder, and Plaintiffs are not relying on any statement or  
11 representation by Defendant in this regard. Plaintiffs understand and agree that Plaintiffs will be  
12 solely responsible for the payment of any taxes and penalties assessed on their individual Service  
13 Award and general release payment described herein.

14 7. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS AGREEMENT (FOR  
15 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY  
16 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER  
17 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS  
18 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR  
19 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS  
20 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE  
21 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE  
22 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR  
23 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED  
24 EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX  
25 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS  
26 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE  
27 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO  
28 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY

1 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY  
2 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
3 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER  
4 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY  
5 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF  
6 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
7 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
8 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
9 AGREEMENT.

10 8. Creation of the Qualified Settlement Fund and Administration of the Settlement.

11 Within thirty (30) calendar days after the Effective Date, Defendant shall deliver the Gross  
12 Settlement Amount as required by this Stipulation, into the Qualified Settlement Fund created by  
13 the Settlement Administrator. All payments that Defendant are required to make pursuant to the  
14 Settlement Agreement shall be made from this Fund. Payments from the Qualified Settlement  
15 Fund shall be made for: (1) Service Award to the Plaintiffs, as specified in this Agreement and  
16 approved by the Court; (2) Attorneys' Fees and Cost Award paid to Class Counsel, as specified in  
17 this Agreement and approved by the Court; (3) the Settlement Administration Costs; and (4) the  
18 amount allocated to be paid to the LWDA as PAGA penalties. The balance remaining shall  
19 constitute the Net Class Settlement Fund from which Individual Settlement Payments shall be  
20 made to the Participating Class Members. The Settlement Administrator shall calculate and make  
21 all payments on Defendant's behalf and shall be responsible for any reporting obligations on the  
22 same. The Settlement Administrator shall issue an IRS Form 1099 to each Participating Class  
23 Member for the portion of each Individual Settlement Payment allocated as alleged unpaid non-  
24 wage penalties and interest and not subject to payroll tax withholdings. The Settlement  
25 Administrator shall calculate the amount of the employer's share of payroll taxes and shall remit  
26 and report the applicable portions of the payroll tax payment to the appropriate taxing authorities  
27 in a timely manner. The employer-owed taxes shall be funded by Defendant separately from the  
28 Gross Settlement Amount, and distributed by the Settlement Administrator. In the event this

1 Settlement does not become final for any reason, as set forth at Section III, Paragraph 19 of the  
2 Agreement (Nullification of Settlement Agreement), then the Gross Settlement Amount, along  
3 with any interest accrued, shall be returned to Defendant immediately within seven (7) calendar  
4 days, except that any fees already incurred by the Settlement Administrator shall be paid by  
5 Defendant.

6 9. Attorneys' Fees and Cost Award. Defendant agrees not to oppose or impede any  
7 application or motion by Class Counsel for attorneys' fees not in excess of One Third (1/3) or  
8 \$2,050,000.00 of the Gross Settlement Amount and costs not to exceed \$50,000.00. Any amount  
9 awarded for attorneys' fees and costs to Class Counsel less than the requested amounts will result  
10 in the non-awarded amounts to be part of the Net Class Settlement Fund, available for distribution  
11 to Participating Class Members. So long as there are no objections, Class Counsel shall be paid  
12 any Court-approved fees and costs no later than forty (40) calendar days after the Effective Date.  
13 Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment  
14 made pursuant to this Paragraph. Forms 1099 – MISC, Box 14 shall be provided to Class Counsel  
15 for the payments made pursuant to this Paragraph.

16 10. Settlement Administrator. The Settlement Administrator shall be paid for the costs  
17 of administration of the settlement from the Gross Settlement Amount. The estimate of such costs  
18 of administration for the disbursement of the Gross Settlement Amount is \$75,000.00. Any  
19 amount awarded for costs of administration to the Settlement Administrator less than \$75,000.00  
20 will result in the non-awarded amount to be part of the Net Class Settlement Fund, available for  
21 distribution to Participating Class Members. This estimate includes the required tax reporting on  
22 the settlement amounts, including the issuing of 1099 forms. The Administrator shall be  
23 responsible for all tax reporting requirements. No later than sixteen (16) court days prior to the  
24 Final Approval Hearing, the Settlement Administrator shall provide the Court and all counsel for  
25 the Parties with a statement detailing the costs of administration of the Gross Settlement Amount.  
26 A Form 1099 – MISC, Box 7 shall be issued to the Settlement Administrator. The Settlement  
27 Administrator will also cooperate with Class Counsel's requests for data relating to information  
28 about the Settlement benefits payable to class members, opt-outs, objections, or other data

necessary to support Final Settlement Approval. This shall include declaration testimony by a representative of the Settlement Administrator but shall specifically exclude names and contact information for the Class Members who request exclusion from the Settlement, which shall be kept confidential, as set forth in Section III, Paragraph 11.

11. Preliminary Approval Hearing. As part of this Settlement, the Parties agree to the following procedures for obtaining preliminary Court approval of the Settlement, notifying Class Members, obtaining final Court approval of the Settlement, and processing the Individual Settlement Payments:

a. The Parties stipulate to class certification of the Class for purposes of settlement only. If the Court does not grant either preliminary or final approval of this Settlement, the Parties stipulate that class certification will be revoked.

b. Plaintiffs shall request a hearing before the Court to request preliminary approval of the Settlement and to request the entry of the Preliminary Approval Order.

c. In conjunction with this hearing, Plaintiffs will submit this Stipulation, which sets forth the terms of this Settlement, and will include proposed forms of all notices and other documents as attached hereto which are necessary to implement the Settlement. The Order shall provide for Notice of the Settlement and related matters to be sent to Class Members as specified herein.

12. Settlement Administration/Management. The Individual Settlement Payments shall be managed and administered as follows:

a. Defendant shall have no obligation to segregate the funds to be used for the Gross Settlement Amount from its other assets. Defendant will retain exclusive authority over, and responsibility for, the funds comprising the Gross Settlement Amount until such time as payment is due (30 calendar Days after the Effective Date).

b. CPT Group, Inc., or such other entity upon whom the Parties mutually agree, shall be retained to serve as Settlement Administrator. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

1           c. Defendant shall provide the Settlement Administrator only, the Class List  
2 and Data Report, as described in Section I, Paragraph 8 *supra*, within thirty (30) business days of  
3 Preliminary Approval of the settlement. The Settlement Administrator shall maintain the Class  
4 List and Data Report, and all data contained within the Class List and Data Report shall be kept  
5 private and confidential. The Settlement Administrator shall not be permitted to share any class  
6 information included in the Class List and Data Report with Plaintiffs or Class Counsel absent  
7 express written approval by Defendant or Defense Counsel. The Settlement Administrator is  
8 permitted to share the aggregate total number of Class Members, Weeks Worked, and other such  
9 data points with Class Counsel for purposes of monitoring and administering this Settlement.

10           d. Within fifteen (15) business days of receipt of the Class List and Data  
11 Report, the Settlement Administrator shall mail the Notices, to each Class Member in accordance  
12 with Paragraph 12 *infra*.

13           e. No later than sixteen (16) court days prior to the Final Approval Hearing  
14 the Settlement Administrator shall provide Defendant and Class Counsel a report showing: (i) the  
15 names and number of Class Members who have objected to the Settlement; (ii) the number of the  
16 Class Members who have not timely filed valid requests for exclusion; (iii) the number of Class  
17 Members who filed valid and timely requests for exclusion from the settlement; and (iv) the  
18 number of and amount owed to each Participating Class Member. Defendant will also be  
19 confidentially provided the names of each Class Member who filed a valid and timely request for  
20 exclusion.

21           f. The Parties agree to cooperate in the settlement administration process and  
22 to make all reasonable efforts to control and minimize the costs and expenses incurred in  
23 administration of the Settlement.

24           g. The Settlement Administrator shall be responsible for: printing and mailing  
25 the Notices to Class Members as directed by the Court; receiving and reporting the opt-outs and  
26 objections submitted by Class Members; mailing Individual Settlement Payments to Participating  
27 Class Members; and other tasks as the Parties mutually agree or the Court orders the Settlement  
28 Administrator to perform. The Settlement Administrator shall keep Defendant, Defendant's

1 Counsel and Class Counsel timely apprised of the performance of all Settlement Administrator  
2 responsibilities.

3 h. The Settlement Administrator, on Defendant's behalf, shall have the  
4 authority and obligation to make payments, credits and disbursements, including payments and  
5 credits in the manner set forth herein, to Participating Class Members calculated in accordance  
6 with the methodology set out in this Agreement and orders of the Court, and the Settlement  
7 Administrator shall furnish counsel with the procedures it has in place to ensure that all payments  
8 to be made shall be made to the parties entitled to said payments.

9 i. Any tax return filing required by this Agreement shall be made by the  
10 Settlement Administrator. Any expenses incurred in connection with such filing shall be a cost of  
11 administration of the Settlement.

12 j. No person shall have any claim against Defendant or Defendant's Counsel,  
13 Plaintiffs, Participating Class Members, the Class, Class Counsel or the Settlement Administrator  
14 based on distributions and payments made in accordance with this Agreement.

15 13. Calculation of Individual Settlement Amount. To determine the Individual  
16 Settlement Payment for each Participating Class Member, the Settlement Administrator will:

17 a. Divide the number of Weeks Worked by the Participating Class Member by  
18 the total number of Weeks Worked by all Participating Class Members during the Class Period.  
19 The resulting percentage shall be applied to the Net Settlement Fund to determine the Individual  
20 Settlement Payment for that Participating Class Member.

21 b. For taxation purposes, the Individual Settlement Payment to each  
22 Participating Class Member shall be allocated eighty percent (80%) to penalties and interest and  
23 reported on a 1099 Form; and twenty percent (20%) to wages and reported on a W-2 Form.

24 c. The Settlement Administrator shall determine the eligibility for, and the  
25 amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement.

26 d. Only Participating Class Members shall be entitled to Individual Settlement  
27 Payments.

28 e. The Settlement Administrator shall be responsible for issuing the payments

1 and for federal and state tax reporting obligations.

2 f. Payments to the Class Members pursuant to this Stipulation will not count  
3 as earnings or compensation for purposes of any benefit plans (e.g., 401(k) plans, retirement plans,  
4 etc.) sponsored by Defendant.

5 14. Notice to Class Members. Notice of the Settlement shall be provided to all Class  
6 Members using the following procedures:

7 a. Notice by First-Class Mail. Within fifteen (15) business days after receipt  
8 of the Class List and Data, the Settlement Administrator shall mail the Notices to the Class  
9 Members via first-class regular U.S. mail. Prior to mailing, the Settlement Administrator will  
10 perform a search based on the National Change of Address Database information to update and  
11 correct for any known or identifiable address changes. If a new address is obtained by way of a  
12 returned Notice Packet, then the Settlement Administrator shall promptly forward the original  
13 Notice Packet to the updated address via first-class regular U.S. mail indicating on the original  
14 Notice Packet the date of such re-mailing.

15 b. Opt-Out/Objection Deadline Date. Class Members will have thirty (30)  
16 calendar days from the mailing of the Notices to opt-out, or object to the settlement. If the 30th  
17 day falls on a Sunday or Federal holiday, the deadline will be extended to the next day on which  
18 the U.S. Postal Service is open. The deadline may also be extended by express agreement between  
19 Class Counsel and Defense Counsel. Under no circumstances, however, will the Settlement  
20 Administrator have the authority to extend the deadline for Class Members to submit an objection  
21 or opt-out to the Settlement. Class Members who receive a re-mailed Notice shall have their Opt-  
22 Out/Objection Deadline Date extended fifteen (15) calendar days from the original Opt-  
23 Out/Objection Deadline Date.

24 c. Procedure for Undeliverable Notices. Any Notices returned to the  
25 Settlement Administrator as non-delivered on or before the Opt-Out/Objection Deadline Date shall  
26 be sent to the forwarding address affixed thereto within five (5) calendar days. If no forwarding  
27 address is provided, then the Settlement Administrator shall promptly attempt to determine a  
28 correct address using a single skip-trace, computer or other search using the name, address and/or

1 Social Security number of the individual involved and shall then perform a single re-mailing within  
2 five (5) calendar days. In the event the procedures in this paragraph are followed and the intended  
3 recipient of a Notice still does not receive the Notice, the Class Member shall be bound by all  
4 terms of the Settlement and any Final Judgment entered by the Court if the Settlement is approved  
5 by the Court.

6 d. At least Sixteen (16) court days prior to the Final Approval Hearing the  
7 Settlement Administrator shall provide Defendant and Class Counsel a report showing: (i) the  
8 names and number of Class Members objecting to the settlement; (ii) the number of the  
9 Participating Class Members; (iii) the number of Class Members opting out of the settlement; and  
10 (iv) the amount owed to each Participating Class Member. Defendant will also be confidentially  
11 provided the names of each Class Member who filed a valid and timely request for exclusion.

12 15. Procedure for Objecting to or Opting Out of the Class Action Settlement. The Class  
13 Members shall submit objections to and opt-out of the Settlement, using the following procedures:

14 a. Procedure for Objecting. The Notices shall provide that those Class  
15 Members who wish to object to the Settlement must mail a written statement of objection ("Notice  
16 of Objection") to the Settlement Administrator no later than the Opt-Out/Objection Deadline Date.  
17 The postmark date of the mailing shall be deemed the exclusive means for determining that a  
18 Notice of Objection is timely. The Notice of Objection must contain a statement of the Class  
19 Member's objections, and any legal briefs, papers or memoranda the objecting Class Member  
20 proposes to submit to the Court. Class Members who fail to make written objections in the manner  
21 specified above shall be deemed to have waived any objections and shall be foreclosed from  
22 making any objection (whether by appeal or otherwise) to the Settlement Agreement. Within two  
23 (2) business days after receipt of a Notice of Objection, the Settlement Administrator shall provide  
24 counsel for the Parties with complete copies of all objections received, including the postmark  
25 dates for each objection. No later than sixteen (16) court days before the Settlement Fairness  
26 Hearing, the Settlement Administrator shall provide counsel for the Parties with a declaration  
27 attaching and authenticating a copy of every Notice of Objection and Request for Exclusion  
28 received.

1           b.     Procedure for Opting Out. The Notices to Class Members shall provide that  
2 those Class Members who wish to opt-out of the Settlement must mail a written signed request for  
3 exclusion expressing his or her desire to opt-out from the settlement. The request for exclusion  
4 must: (1) include the name (and former names, if any), current address, telephone number, and the  
5 last four (4) digits of the Social Security number of the Class Member; (2) state something  
6 substantially similar to, "I want to exclude myself from this Settlement in *Ross, et al. v. Stater*  
7 *Bros. Markets*. I understand that by requesting to be excluded from the Settlement, I am not  
8 participating in the Settlement and will receive no money from the Settlement."; (3) be addressed  
9 to the Settlement Administrator; (4) be signed by the Class Member or his or her lawful  
10 representative; and (5) be postmarked no later than the Opt-Out/Objection Deadline Date. Any  
11 Class Member who submits a valid and timely request for exclusion form shall no longer be a  
12 member of the Class, shall be barred from participating in this Settlement, shall be barred from  
13 objecting to this Settlement, and shall receive no benefit from this Settlement. However, Class  
14 Members will be deemed to have released any claims arising out of the PAGA, regardless of  
15 whether they submit a Request for Exclusion.

16           c.     No Solicitation of Settlement Objections or Opt-Outs. The Parties agree to  
17 use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties  
18 or their counsel seek to solicit or otherwise encourage or influence Class Members to submit  
19 written objections to or requests for exclusion from of the Settlement, or to appeal from the Order  
20 and Final Judgment.

21           16.     Procedure for Dispute of Weeks Worked.

22           a.     If a Class Member disputes the number of Weeks Worked that is the basis  
23 for their settlement figure provided in the notice, then the Class Member must submit such dispute,  
24 along with any supporting documentation, to the Settlement Administrator by the Opt-  
25 Out/Objection Deadline Date. The Settlement Administrator will forward the dispute to counsel  
26 for Defense Counsel and Class Counsel (Class Counsel will receive a redacted version which  
27 eliminates the name and contact information of the Class Member), and Defendant will investigate  
28 the dispute. The Settlement Administrator will decide the dispute, and will provide the Class

Member with the results of the investigation. Failure of the Class Member to submit documentation to support his/her dispute, will result in the Class Member being paid pursuant to Defendant's records.

17. Procedure for Payment of Individual Settlement Payments:

a. All Participating Class Members will receive an Individual Settlement Payment distributed through the Settlement Administrator from the Qualified Settlement Fund.

b. Individual Settlement Payments for Participating Settlement Class Members shall be paid pursuant to the settlement formula set forth herein, and shall be mailed within forty (40) calendar days after the Effective Date.

c. Should any question arise regarding the determination of eligibility for, or the amounts of, any Individual Settlement Payment under the terms of this Agreement, Class Counsel and Defendant's Counsel shall meet and confer in an attempt to reach an agreement. If they cannot agree, the Settlement Administrator shall make the final determination, and that determination shall be conclusive, final, and binding on all Parties, including all Participating Class Members.

d. If a check sent to a valid and timely Participating Class Member is returned with a forwarding address provided by the Postal Service, it shall be re-mailed to the forwarding address provided. If a check is returned as undeliverable by the Postal Service or is otherwise designated by the Postal Service as having been sent to an invalid address, and the Participating Class Member did not provide the Settlement Administrator with additional address information after the mailing of the check, the Settlement Administrator shall have no further obligation to mail the check to the Participating Class Member.

e. To the extent any Participating Class Member fails to cash a settlement check within 180 days of issuance, the uncashed funds, including interest accrued in the QSF, will escheat to the California State Controller's Office's unclaimed property fund to be held in the name of the Participating Class Member.

18. Certification by Settlement Administrator. Upon completion of administration of the distributions, the Settlement Administrator shall provide written certification of such

1 completion to the Court and counsel for all Parties.

2 19. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration  
3 of the Opt-Out/Objection Deadline Date, with the Court's permission, a Final Fairness Hearing  
4 shall be conducted to determine final approval of the Settlement along with the amount properly  
5 payable for (i) reasonable attorneys' fees and costs, (ii) any Service Awards, and (iii) cost of  
6 administration. Upon final approval of the Settlement by the Court the Parties shall present the  
7 Final Judgment to the Court for its approval. After entry of the Final Judgment, the Court shall  
8 have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and  
9 enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such  
10 post-Final Judgment matters as may be appropriate under court rules or as set forth in this  
11 Agreement.

12 20. Nullification of Settlement Agreement. In the event that ten percent (10%) or more  
13 Class Members opt-out of the Settlement, Defendant, in its sole discretion, may exercise its option  
14 of nullifying the Agreement. In order to exercise this option, Defendant must notify Class Counsel  
15 in writing within twenty (20) business days of learning from the Administrator that the number of  
16 opt-outs equals ten percent (10%) or more. If the option is exercised, this Settlement Agreement  
17 shall be null and void, and any order or judgment entered by the Court in furtherance of this  
18 Settlement shall be treated as void from the beginning, and the Stipulations and Recitals contained  
19 herein shall be of no force or effect, and shall not be treated as an admission by any parties or their  
20 Counsel. In such a case, the Parties and any funds to be awarded under this Settlement shall be  
21 returned to their respective statuses as of the date and time immediately prior to the execution of  
22 this Agreement (along with any accrued interest), and the Parties shall proceed in all respects as if  
23 this Settlement Agreement had not been executed, except that any fees already incurred by the  
24 Settlement Administrator shall be paid by Defendant.

25 In addition, in the event: (i) the Court does not enter the Final Approval Order specified  
26 herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) the Court  
27 does not enter a Final Judgment as provided herein, which becomes final as a result of the  
28 occurrence of the Effective Date; or (iv) the Settlement does not become final for any other reason,

1 this Settlement Agreement shall be null and void, and any order or judgment entered by the Court  
2 in furtherance of this Settlement shall be treated as void from the beginning, and the Stipulations  
3 and Recitals contained herein shall be of no force or effect, and shall not be treated as an admission  
4 by any parties or their Counsel.

5 In the event the settlement does not become final and/or effective as set forth herein: (1)  
6 Defendant shall file a Notice of Removal within 30 days of the rescission of the settlement, the  
7 order denying the class action settlement, or any other relevant triggering event; (2) the previously-  
8 filed Joint Stipulation to Remand shall be rendered null and void with respect to the requested  
9 remand; (3) any order or judgment entered by federal Court in furtherance of the contemplated  
10 settlement shall be treated as void from May 14, 2021 onwards, and (4) neither the Notice of  
11 Settlement and Joint Stipulation to Stay Proceedings Pending Stipulation to Remand nor the  
12 Stipulation to Remand, nor any documents related to them shall be used by any class member,  
13 party, or counsel to support any claim in the Action (including but not limited to class certification  
14 or to establish or nullify federal jurisdiction in this matter), and shall not be used in any other civil,  
15 criminal or administrative action against Defendant or any of the other party released by way of  
16 the settlement. Additionally, should the settlement not become final, the Parties will jointly request  
17 that the federal Court reopen proceedings within thirty (30) calendar days of removal, so that the  
18 federal Court may resume proceedings and briefing as though no settlement had occurred.  
19 Accordingly, should the class action settlement fail to become effective (either because of rescission  
20 or lack of judicial approval or otherwise), the Parties shall have all rights and defenses which  
21 existed in the Action as of May 14, 2021.

22 21. Publicity. Neither the Plaintiffs, nor Plaintiffs' Counsel, shall issue any press  
23 release related in any way to the Settlement. From and after preliminary approval of the settlement,  
24 the Class Members (including the Plaintiffs and Class Counsel) may: (1) as required by law; (2)  
25 as required under the terms of the Settlement; or (3) as required under counsel's duties and  
26 responsibilities as Class Counsel, comment regarding the specific terms of the Settlement. Neither  
27 Class Counsel nor Plaintiffs will make any public disclosures of any kind regarding the Settlement  
28 or this Stipulation, including but not limited to postings on Class Counsel's websites and postings

on any social media sites/outlets, until after the Motion for Preliminary Approval is filed. Class Counsel will take all steps necessary to ensure Plaintiffs are aware of, and will encourage them to adhere to, the restriction against any public disclosures regarding the Settlement and this Stipulation until after Preliminary Approval. Further, Class Counsel will not include, reference or use the Settlement for any marketing or promotional purposes, or for attempting to influence business relationships at Stater Bros. Inc., either before or after the Motion for Preliminary Approval is filed.

22. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the interpretation, calculation or payment of settlement claims, or other disputes regarding compliance with this Agreement shall be resolved as follows:

a. If Plaintiffs or Class Counsel, on behalf of Plaintiffs or any Participating Class Member, or Defendant at any time believes that the other Party has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the alleged violation.

b. Upon receiving notice of the alleged violation or dispute, the responding Party shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party with the reasons why the party disputes all or part of the allegation.

c. If the response does not address the alleged violation to the initiating Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their differences.

d. If Class Counsel and Defendant are unable to resolve their differences after twenty (20) calendar days, either Party may file an appropriate motion for enforcement with the Court pursuant to CCP § 664.6.

e. Reasonable attorneys' fees and costs for work done in resolving a dispute under this Section may be recovered by any party that prevails under the standards set forth within the meaning of applicable law.

23. No Retaliation. Defendant shall not take any adverse action against any Class Member, including Plaintiffs, because of the Action or because of the existence of, and/or participation in, the Settlement, or because they choose to benefit from the Settlement or to object

1 to the Settlement. The Parties and their counsel shall not take action to discourage Class Members  
2 from participating in the Settlement. Notice to the Class Members will include a statement that  
3 Defendant will not retaliate against Class Members for participating in the Settlement.

4 24. Exhibits and Headings. Any exhibits to this Agreement are an integral part of the  
5 Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted  
6 for convenience of reference only and do not constitute a part of this Agreement.

7 25. Interim Stay of Proceedings. The Parties agree to the Court staying and holding all  
8 proceedings in the Action, except such proceedings necessary to implement and complete the  
9 Settlement, in abeyance pending the Settlement Hearing to be conducted by the Court.

10 26. Amendment or Modification. This Agreement may be amended or modified only  
11 by a written instrument signed by counsel for all Parties or their successors-in-interest.

12 27. Entire Agreement. This Agreement and any attached exhibits constitute the entire  
13 agreement among these Parties, and no oral or written representations, warranties or inducements  
14 have been made to any Party concerning this Agreement or its exhibits other than the  
15 representations, warranties and covenants contained and memorialized in such documents.

16 28. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant  
17 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
18 Agreement and to take all appropriate action required or permitted to be taken by such Parties  
19 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to  
20 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each  
21 other and use their best efforts to affect the implementation of the Settlement. In the event the  
22 Parties are unable to reach agreement on the form or content of any document needed to implement  
23 the Settlement, or on any supplemental provisions that may become necessary to effectuate the  
24 terms of this Settlement, the Parties may seek the assistance of the Court to resolve such  
25 disagreement. The persons signing this Agreement on behalf of Defendant represents and warrants  
26 that they are authorized to sign this Agreement on behalf of Defendant.

27 29. Binding on Successors and Assigns. This Agreement shall be binding upon, and  
28 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.



Dated: \_\_\_\_\_

By: \_\_\_\_\_

Cheylyn Ross

Dated: 11/29/2021

By: \_\_\_\_\_

DocuSigned by:  
Katrina Biggers

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Danny Armenta

Dated: January 21, 2022

By: \_\_\_\_\_

Its: Secretary

On Behalf of Stater Bros. Markets

Dated: \_\_\_\_\_

JAMES HAWKINS APLC

By: \_\_\_\_\_

James R. Hawkins

Christina M. Lucio

Mitchell J. Murray

Attorneys for Plaintiffs Cheylyn Ross and Danny Armenta and the Class

Dated: 12/03/2021

DIVERSITY LAW GROUP

By: \_\_\_\_\_

Larry W. Lee

Max W. Gavron

Attorneys for Plaintiff Katrina Biggers and the Class

Dated: 1-21-22

VARNER & BRANDT LLP

By: \_\_\_\_\_

Richard D. Marca

Ankit H. Bhakta

Christopher S. Milligan

Attorneys for Defendant Stater Bros. Markets

1 Dated: Dec 16, 2021

By:   
Cheylyn Ross

2  
3 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Katrina Biggers

4  
5 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Danny Armenta

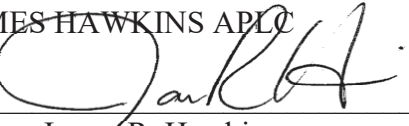
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7 Dated: \_\_\_\_\_

By: \_\_\_\_\_

8  
9 Its: \_\_\_\_\_

10 On Behalf of Stater Bros. Markets

11 Dated: January 4, 2022

12 JAMES HAWKINS APC  
By:   
13 James R. Hawkins  
14 Christina M. Lucio  
15 Mitchell J. Murray

Attorneys for Plaintiffs Cheylyn Ross and Danny  
Armenta and the Class

16  
17 Dated: \_\_\_\_\_

DIVERSITY LAW GROUP  
By: \_\_\_\_\_  
Larry W. Lee  
Max W. Gavron  
Attorneys for Plaintiff Katrina Biggers and the  
Class

20  
21 Dated: \_\_\_\_\_

22 VARNER & BRANDT LLP  
By: \_\_\_\_\_  
23 Richard D. Marca  
24 Ankit H. Bhakta  
25 Christopher S. Milligan  
Attorneys for Defendant Stater Bros. Markets

1 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Cheylyn Ross

2  
3 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Katrina Biggers

4 Dated: Dec 30, 2021

5 By:  \_\_\_\_\_  
Danny Armenta

6 Dated: \_\_\_\_\_

By: \_\_\_\_\_

8 Its: \_\_\_\_\_

9  
10 On Behalf of Stater Bros. Markets

11 Dated: \_\_\_\_\_

JAMES HAWKINS APLC

12 By: \_\_\_\_\_

13 James R. Hawkins

14 Christina M. Lucio

15 Mitchell J. Murray

Attorneys for Plaintiffs Cheylyn Ross and Danny  
Armenta and the Class

16 Dated: \_\_\_\_\_

DIVERSITY LAW GROUP

18 By: \_\_\_\_\_

19 Larry W. Lee

Max W. Gavron

20 Attorneys for Plaintiff Katrina Biggers and the  
Class

21 Dated: \_\_\_\_\_

VARNER & BRANDT LLP

23 By: \_\_\_\_\_

24 Richard D. Marca

Ankit H. Bhakta

25 Christopher S. Milligan

Attorneys for Defendant Stater Bros. Markets

# Exhibit A

James R. Hawkins (SBN 192925)  
Christina M. Lucio (SBN 253677)  
Mitchell J. Murray (SBN 285691)  
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James@Jameshawkinsaplc.com  
Christina@Jameshawkinsaplc.com

Attorneys for Plaintiffs CHEYLYN ROSS and DANNY ARMENTA,  
on behalf of themselves and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF SAN BERNARDINO-- JUSTICE CENTER**

CHEYLYN ROSS, DANNY ARMENTA,  
and KATRINA BIGGERS, as individuals  
and on behalf of all others similarly  
situated,

Plaintiffs,

v.

STATER BROS. MARKETS, a California  
Corporation; and DOES 1-50, inclusive,  
Defendants.

Case No. CIVDS 1902518

**CLASS ACTION**

Assigned to Hon. David Cohn, Dept. S-26

**SECOND AMENDED CLASS ACTION  
COMPLAINT FOR:**

- (1) Failure to Pay All Wages Owed, including Overtime
- (2) Failure to Provide Lawful Meal Periods;
- (3) Failure to Authorize and Permit Lawful Rest Periods;
- (4) Failure to Accurately Record and Pay Sick Leave and/or Paid Time off;
- (5) Failure to Timely Pay Wages Owed Upon Separation From Employment;
- (6) Failure to Reimburse Necessary Expenses;
- (7) Knowing and Intentional Failure to Comply with Accurate Itemized Wage Statement Provisions; And
- (8) Violation of the Unfair Competition Law
- (9) Penalties Under the Private Attorneys General Act, Labor Code 2698 et seq.

**DEMAND FOR JURY TRIAL**

1 Larry W. Lee (State Bar No. 228175)  
2 Max W. Gavron (State Bar No. 291697)

3 **DIVERSITY LAW GROUP, P.C.**

4 515 S. Figueroa Street, Suite 1250

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14 Attorneys for Plaintiffs KATRINA BIGGERS,  
15 on behalf of herself and all others similarly situated  
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1 Plaintiffs Cheylyn Ross, Danny Armenta, and Katrina Biggers (“Plaintiffs”), individually  
2 and on behalf of all others similarly situated, assert claims against Defendant Stater Bros. Markets  
3 (“Defendant”) and DOES 1 through 50 (collectively “Defendants”) as follows:

#### 4 **INTRODUCTION**

5 1. The purpose of this Second Amended Complaint is to add Katrina Biggers and  
6 Danny Armenta as named plaintiffs/class representatives, and add any and all claims and causes of  
7 action that were asserted in the civil actions entitled *Katrina Biggers v. Stater Bros. Markets*, San  
8 Bernardino County Superior Court Case No. CIVDS1914122, *Katrina Biggers v. Stater Bros.*  
9 *Markets*, San Bernardino County Superior Court Case No. CIV DS 2010164, *Danny Armenta v.*  
10 *Stater Bros. Markets*, Riverside County Superior Court Case No. RIC2000225, *Danny Armenta v.*  
11 *Stater Bros. Markets*, Riverside County Superior Court Case No. RIC2003532.

12 2. This is a Class Action, pursuant to California Code of Civil Procedure section 382,  
13 on behalf of Plaintiffs and any and all persons who are or were employed by Stater Bros. Markets,  
14 as non-exempt, hourly retail employees in the State of California between September 7, 2018  
15 through November 10, 2021 (collectively referred to as the “Class” or “Class Members” or “Non-  
16 Exempt Employees”).

17 3. During the Class Period, Defendants consistently maintained and enforced against  
18 its Non-Exempt Employees unlawful practices and policies in violation of California state wage  
19 and hour laws, including failing to lawfully and accurately pay Plaintiffs and Class Members for  
20 all hours worked, including minimum wages and overtime; failing to compensate for off-the-clock  
21 work; failing to lawfully provide meal and rest periods; failing to pay one hour of pay at the  
22 employee’s regular rate of pay when legally mandated meal or rest periods were not lawfully  
23 provided; failing to reimburse necessary expenses including but not limited to reimbursement for  
24 uniforms; failing to accurately pay overtime; failing to provide sick pay at the correct rate; failing  
25 to timely pay all wages at the time of termination; failing to provide accurate itemized wage  
26 statements; and failing to keep accurate records.

27 4. Defendants implemented uniform policies and practices that deprived Plaintiffs and  
28 Class Members of earned wages, including minimum wages; overtime wages; premium wages;

lawful meal and/or rest breaks; reimbursement for necessary expenses; and timely payment of wages.

5. Such actions and policies, as described above and further herein, were and continue to be in violation of the California Labor Code. Plaintiffs, on behalf of themselves and all Class members, bring this action pursuant to the California Labor Code, including sections 201, 202, 203, 204, 218.5, 218.6, 221-224, 226, 226.3, 226.7, 510, 512, 516, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802, 2698 *et seq.*, 2699 *et seq.*, applicable IWC California Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*, the California Private Attorneys General Act of 2004 (“PAGA”), California Business and Professions Code § 17200, *et seq.*; and California Code of Civil Procedure § 1021.5 seeking unpaid minimum wage and overtime wages, unpaid meal and rest period compensation, unreimbursed expenses, penalties, liquidated damages, and reasonable attorneys’ fees and costs.

6. Plaintiffs, on behalf of themselves and others similarly situated, pursuant to Business and Professions Code sections 17200-17208, also seek restitution from Defendants for their failure to pay to Plaintiffs and Class Members all of their wages, including minimum, overtime and premium wages, and for the failure to reimburse expenses.

7. Pursuant to the Private Attorneys General Act, Labor Code section 2698 et seq., Plaintiffs also seeks penalties on behalf of all aggrieved employees for the violations set forth herein.

8. The group of aggrieved employees includes, without limitation, all non-exempt, hourly retail employees.

## JURISDICTION AND VENUE

9. This action is brought as a Class Action on behalf of Plaintiffs and similarly situated employees of Defendants pursuant to California Code of Civ. Proc. Section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimum jurisdiction limits of the California Superior Court and will be established according to proof at trial.

10. This Court has jurisdiction over this action pursuant to the California Constitution Article VI §10, which grants the California Superior Court original jurisdiction in all causes except

1 those given by statute to other courts. The statutes under which this action is brought do not give  
2 jurisdiction to any other court.

3 11. This Court has jurisdiction over this Action pursuant to California Code of Civil  
4 Procedure, Section 410.10 and California Business & Professions Code, Section 17203.

5 12. This Court has jurisdiction over Defendants because, upon information and belief,  
6 each Defendant is either a resident of California, has sufficient minimum contacts in California, or  
7 otherwise intentionally avails itself of the California market so as to render the exercise of  
8 jurisdiction over them by the California Courts consistent with traditional notions of fair play and  
9 substantial justice. Defendants have done and are doing business throughout California and San  
10 Bernardino County.

11 13. The unlawful acts alleged herein have a direct effect on Plaintiffs and the other  
12 similarly situated Non-Exempt Employees within San Bernardino County and throughout the state.  
13 It is believed that Defendants have employed hundreds of Class Members as Non-Exempt  
14 Employees in San Bernardino County and throughout the state.

15 14. Venue is proper in this Court because one or more of the Defendants reside, transact  
16 business, or have offices in this County, Plaintiffs is a resident of this County, and the acts or  
17 omissions alleged herein took place in this County.

#### 18 **PARTIES**

19 15. Defendant Stater Bros. Markets is a California corporation in good standing that is  
20 authorized to do business throughout the state. The company's headquarters are located at  
21 301 South Tippecanoe Avenue San Bernardino, CA 92408.

22 16. Stater Bros. Markets owns and operates supermarkets in Southern California. The  
23 company was founded in 1936 and is based in San Bernardino, California. According to its website,  
24 Stater Bros. Markets is the largest privately owned supermarket chain in Southern California. It  
25 currently operates 172 facilities located in Southern California, including the facility located in San  
26 Bernardino where the Plaintiffs worked during the liability period.

27 17. Plaintiff Cheylyn Ross is and, during the liability period, has been, a resident of  
28 the County of San Bernardino, California.

1           18.     Ross was employed by Stater Bros. Markets as a courtesy clerk in Defendant's  
2 supermarket in San Bernardino, California from approximately May 2018 through July 2018.

3           19.     Plaintiff Katrina Biggers was employed by Stater Bros. Markets from approximately  
4 May 7, 2007 through April 2019. Throughout Biggers' employment with Defendant, she was a  
5 non-exempt, hourly employee.

6           20.     Plaintiff Danny Armenta was employed by Stater Bros. Markets as a Meat Cutter at  
7 various of Defendant's supermarkets including Hemet, California from approximately May 2004  
8 through September 2019.

9           21.     Plaintiffs and the members of the putative class were employed in non-exempt,  
10 hourly retail positions, however titled, at Stater Bros. market locations throughout the state of  
11 California during the liability period. The members of the putative class include, without limitation,  
12 non-exempt, hourly retail employees.

13           22.     Whenever in this complaint reference is made to any act, deed, or conduct of  
14 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or through  
15 one or more of Defendants' officers, directors, agents, employees, or representatives, who was  
16 actively engaged in the management, direction, control, or transaction of the ordinary business and  
17 affairs of Defendants.

18           23.     The true names and capacities of Defendants, whether individual, corporate,  
19 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to  
20 Plaintiffs, who therefore sue Defendants by such fictitious names under Code of Civil Procedure §  
21 474. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and  
22 capacities of the Defendants designated hereinafter as DOES when such identities become known.

23           24.     Plaintiffs are informed and believe, and thereon allege, that the Doe Defendants are  
24 the partners, agents, or principals and co-conspirators of Defendants and of each other; that  
25 Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided  
26 and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits  
27 of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the  
28 liability of the Defendants as alleged herein.

25. Plaintiffs are further informed and believe, and thereon allege, that at all times material herein, each Defendant was completely dominated and controlled by its co-Defendants and each was the alter ego of the other. Whenever and wherever reference is made in this complaint to any conduct by Defendant or Defendants, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as Defendants in this complaint, but were employees and/or agents of Defendants, such individuals, at all relevant times acted on behalf of Defendants named in this complaint within the scope of their respective employments.

## **FACTUAL ALLEGATIONS**

26. During the relevant time frame, Defendants compensated Plaintiffs and the Non-Exempt Employees based upon an hourly wage.

27. Plaintiffs and the Class Members were, and at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code, and the implementing rules and regulations of the IWC California Wage Orders. They are subject to the protections of the IWC Wage Orders and the Labor Code. They are not exempt from overtime requirements.

28. Plaintiffs are informed and believe, and thereon allege, that Defendants are and were advised by skilled lawyers and other professionals, employees, and advisors with knowledge of the requirements of California's wage and employment laws.

29. All Class Members are similarly situated in that they are all subject to Defendants' uniform policies and systemic practices as specified herein.

30. Plaintiffs and the Class Members were not properly compensated for all hours worked, in part because they were frequently required to work off the clock. Such time worked off the clock, includes without limitation, the time that Plaintiffs and the Class Members spent laundering their uniforms. Plaintiffs and the Class Members were also required to work off the clock to perform work duties and functions either before or after shifts or during meal breaks. Such time should have been compensated.

31. In addition, Plaintiffs and the Class Members frequently worked in excess of eight

1 (8) hours in day and/or over forty (40) hours in a workweek, but were not properly paid for such  
2 time at a rate of time and one-half the employee's regular rate of pay per hour. Plaintiffs and the  
3 Class Members also often worked in excess of twelve (12) hours in one day and/or over eight (8)  
4 hours on the seventh day of the workweek, but were not properly paid for such time at a rate of  
5 two times the employee's regular rate of pay per hour.

6 32. Plaintiffs and the Class Members were regularly required to work shifts in excess  
7 of five hours without being provided a lawful meal period and over ten hours in a day without  
8 being provided a second lawful meal period as required by law.

9 33. Indeed, during the relevant time, as a consequence of Defendants' staffing and  
10 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,  
11 Defendants frequently failed to provide Plaintiffs and the Class Members timely, legally  
12 complaint uninterrupted 30-minute meal periods on shifts over five hours as required by law. In  
13 addition to not being legally provided in the first instance, meal breaks were frequently cut short  
14 or interrupted.

15 34. On information and belief, Plaintiffs and Class Members did not waive their rights  
16 to meal periods under the law.

17 35. Despite the above-mentioned meal period violations, Defendants failed to  
18 compensate Plaintiffs, and on information and belief, failed to compensate Class Members, one  
19 additional hour of pay at their regular rate as required by California law when meal periods were  
20 not timely or lawfully provided in a compliant manner.

21 36. Plaintiffs are informed and believe, and thereon allege, that Defendants know,  
22 should know, knew, and/or should have known that Plaintiffs and the other Class Members were  
23 entitled to receive accurate premium wages under Labor Code §226.7 but were not receiving  
24 accurately calculated compensation.

25 37. In addition, during the relevant time frame, Plaintiffs and the Non-Exempt  
26 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest  
27 period for every four hours worked or major fraction thereof, which is a violation of the Labor  
28 Code and IWC wage order.

1           38. Defendants maintained and enforced scheduling practices, policies, and imposed  
2 work demands that frequently required Plaintiffs and Class Members to forego their lawful, paid  
3 rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such  
4 requisite rest periods were not timely authorized and permitted.

5           39. In addition, Plaintiffs and the Class Members were not allowed to leave the  
6 premises during rest breaks in violation of the law.

7           40. Despite the above-mentioned rest period violations, Defendants did not  
8 compensate Plaintiffs, and on information and belief, did not pay Class Members one additional  
9 hour of pay at their regular rate as required by California law, including Labor Code section 226.7  
10 and the applicable IWC wage order, for each day on which lawful rest periods were not  
11 authorized and permitted.

12           41. Defendants failed to accurately record Plaintiffs' accrued sick leave balance and  
13 itemize their sick leave balance, or paid time off leave provided in lieu of sick leave, on their  
14 wage statements or in a separate writing provided on the designated pay date. Plaintiffs should  
15 have accrued one hour per every 30 hours worked, yet there is no record that they were accruing  
16 any sick leave.

17           42. Moreover, upon information and belief, Defendants failed to accurately calculate  
18 sick leave and vacation pay by failing to include shift differentials and other premium pay in the  
19 regular rate of pay. As a result, Class Members who are no longer employed by Defendants were  
20 not paid all wages due and owing at the time of their separation from employment and are entitled  
21 to waiting time penalties, pursuant to Labor Code § 203.

22           43. Moreover, Plaintiffs and the Class Members were required to incur necessary  
23 expenses in the discharge of their duties, including without limitation, costs associated with  
24 purchasing and maintaining their uniforms.

25           44. Defendants also failed to provide accurate, lawful itemized wage statements to  
26 Plaintiffs and the Class Members in part because of the above specified violations. In addition,  
27 upon information and belief, Defendants omitted an accurate itemization of total hours worked,  
28 the name and address of the legal entity that is the employer, gross pay and net pay figures from

1 Plaintiffs and the Class Members' wage statements.

2 45. Defendants have also made it difficult to determine applicable rates of pay and  
3 account with precision for the unlawfully withheld wages and deductions due to be paid to Non-  
4 exempt Employees, including Plaintiffs, during the liability period because they did not  
5 implement and preserve a lawful record-keeping method to record all hours worked, meal  
6 periods, and non-provided rest and meal periods owed to employees as required for non-exempt  
7 employees by California Labor Code section 226, and applicable California Wage Orders.

8 46. Plaintiffs are informed and believe, and thereon allege, that at all times herein  
9 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours  
10 thereof for resignations without prior notice as the case may be) they had a duty to accurately  
11 compensate Plaintiffs and Class Members for all wages owed including minimum wages, overtime,  
12 meal and rest period premiums, sick wages, reimburse expenses, and that Defendants had the  
13 financial ability to pay such compensation, but willfully, knowingly, recklessly, and/or  
14 intentionally failed to do so in part because of the above-specified violations.

15 47. Plaintiffs and the Class Members are covered by applicable California IWC Wage  
16 Orders and corresponding applicable provisions of the California Code of Regulations, Title 8,  
17 section 11000 *et seq.*

18 **CLASS ACTION ALLEGATIONS**

19 48. Plaintiffs bring this action on their own behalf, as well as on behalf of each and  
20 every other person similarly situated, and thus, seeks class certification under California Code of  
21 Civil Procedure §382.

22 49. All claims alleged herein arise under California law for which Plaintiffs seeks relief  
23 as authorized by California law.

24 50. The proposed class is comprised of and defined as: all individuals employed by  
25 Defendant as non-exempt, hourly retail employees within the State of California, at any time from  
26 September 7, 2018 through November 10, 2021.

27 51. Plaintiffs also seek to represent Subclasses included in the Plaintiffs' Class, which  
28 are composed of Class Members satisfying the following definitions:

1           a.       All Class Members who were not paid at least minimum wage for all hours  
2 worked (collectively “**Minimum Wage Subclass**”);

3           b.       All Class Members who were not accurately paid overtime for hours worked  
4 over eight in a day or over forty in a workweek (collectively “**Overtime Subclass**”);

5           c.       All Class Members who were paid sick pay wages and shift differential  
6 wages in the same workweek (collectively “**Sick Pay Subclass**”).

7           d.       All Class Members who worked more than five (5) hours in a workday and  
8 were not provided with a timely, uninterrupted lawful meal period of net thirty (30) minutes, and  
9 were not paid compensation of one hour premium wages at the employee’s regular rate in lieu  
10 thereof (collectively “**Meal Period Subclass**”);

11          e.       All Class Members who worked more than three and a half hours in a  
12 workday and were not authorized and permitted to take a lawful net 10-minute rest period for every  
13 four (4) hours or major fraction thereof worked per day and were not paid compensation of one  
14 hour premium wages at the employee’s regular rate in lieu thereof (hereinafter collectively referred  
15 to as the “**Rest Period Subclass**”);

16          f.       All Class Members who were not reimbursed for all necessary expenditures  
17 (collectively “**Indemnification Subclass**”);

18          g.       All Class Members who did not receive all owed wages at time of separation  
19 or within 72 hours in the case of resignation (collectively “**Waiting Time Subclass**”);

20          h.       All Class Members who were not provided with accurate and complete  
21 itemized wage statements (collectively “**Inaccurate Wage Statement Subclass**”);

22          i.       All Class Members who were employed by Defendants and subject to  
23 Defendant’s Unfair Business Practices (collectively “**Unfair Business Practices Subclass**”).

24       52.       Plaintiffs reserve the right, under Rule 3.765, California Rules of Court, to amend  
25 or modify the descriptions of the Class and Subclasses to provide greater specificity as appropriate,  
26 or if it should be deemed necessary by the Court or to further divide the Class Members into  
27 additional Subclasses or to limit the Subclasses to particular issues. Any reference herein to the  
28 Class Members or the Plaintiffs’ Class includes the members of each of the Subclasses.

1           53.     As set forth in further detail below, this action has been brought and may properly  
2 be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure  
3 because there is a well-defined community of interest in the litigation, and the proposed Class and  
4 Subclasses are easily ascertainable through Defendants' records.

5           a.     Numerosity: The members of the Class and Subclasses are so numerous that  
6 joinder of all members of the Class and Subclasses would be unfeasible and impractical. The  
7 membership of the entire Class and Subclasses is unknown to Plaintiffs at this time, however, the  
8 Class is estimated to be hundreds of individuals. Accounting for employee turnover during the  
9 relevant periods necessarily increases this number substantially. Plaintiffs alleges Defendants'  
10 employment records would provide information as to the number and location of all Class  
11 Members. Joinder of all members of the proposed Class is not practicable.

12           b.     The proposed class is easily ascertainable. The number and identity of the  
13 class members are determinable from Defendants' payroll records and time records for each class  
14 member.

15           c.     Commonality: There are common questions of law and fact as to the Class  
16 and Subclasses that predominate over questions affecting only individual Class Members. These  
17 common questions of law and fact include, without limitation:

- 18                   1) Whether Defendants accurately paid Class Members for all hours worked;
- 19                   2) Whether Defendants paid Class Members at least minimum wage for each  
20 hour worked;
- 21                   3) Whether Defendants were required to pay Class Members for time spent  
22 laundering and maintaining their uniforms;
- 23                   4) Whether Defendants knew or should have known that Class Members were  
24 required to perform work off the clock;
- 25                   5) Whether Defendants accurately calculated and paid all Class Members  
26 overtime premiums for the hours which Plaintiffs and Class Members worked in excess of eight  
27 (8) hours per day and/or forty (40) hours per week;

1                   6) Whether Defendants had a policy and practice of providing lawful, timely  
2 meal periods in accordance with Labor Code § 512, as well as the applicable Industrial Welfare  
3 Commission (“IWC”) wage order;

4                   7) Whether Defendants had a policy and practice of complying with Labor  
5 Code section 226.7 and IWC Wage Order on each instance that a lawful meal period was not  
6 provided;

7                   8) Whether Defendants failed to authorize and permit a lawful, net 10-minute  
8 rest period to the Class Members for every four (4) hours or major fraction thereof worked;

9                   9) Whether Defendants required employees to remain on the premises during  
10 rest periods;

11                   10) Whether Defendants had a policy and practice of complying with Labor  
12 Code section 226.7 and the IWC Wage Order on each instance that a lawful rest period was not  
13 provided;

14                   11) Whether Defendants failed to timely pay all wages upon separation in  
15 accordance with Labor Code sections 201-202;

16                   12) Whether Defendants failed to reimburse employees for necessary expenses  
17 in accordance with Labor Code section 2802;

18                   13) Whether Defendants omitted required information from itemized wage  
19 statements;

20                   14) Whether Defendants failed to maintain accurate records of Class Members'  
21 hours worked, earned wages, work periods, meal periods and deductions;

22                   15) Whether Defendants engaged in unfair competition in violation of section  
23 17200 et seq. of the Business and Professions Code;

24                   16) Whether Defendants’ conduct was willful and/or reckless;

25                   17) Whether Defendants failed to provide accurate itemized wage statements in  
26 violation of Labor Code § 226;

1                   18) Whether Defendants paid sick pay wages at the correct rate of pay when  
2 Class Members earned non-discretionary remuneration and a base wage during the same workweek  
3 that they were paid sick pay wages; and

4                   19) The appropriate amount of damages, restitution, and/or monetary penalties  
5 resulting from Defendants' violations of California law.

6                   d.     Typicality: Plaintiffs are qualified to, and will fairly and adequately protect  
7 the interests of each member of the Class and Subclasses with whom they have a well-defined  
8 community of interest. Plaintiffs' claims herein alleged are typical of those claims which could be  
9 alleged by any member of the Class and/or Subclasses, and the relief sought is typical of the relief  
10 which would be sought by each member of the Class and/or Subclasses in separate actions. All  
11 members of the Class and/or Subclasses have been similarly harmed by Defendants' failure to  
12 provide lawful meal and rest periods, failure to reimburse expenses, failure to provide accurate  
13 wage statements, failure to timely pay wages at termination, failure to pay minimum wages, and  
14 failure to accurately pay all wages earned including all owed premium and overtime wages, all due  
15 to Defendants' policies and practices that affected each member of the Class and/or Subclasses  
16 similarly. Further, Defendants benefited from the same type of unfair and/or wrongful acts as to  
17 each member of the Class and/or Subclasses.

18                  e.     Adequacy: Plaintiffs are qualified to, and will fairly and adequately protect  
19 the interests of each member of the Class and/or Subclasses with whom they have a well-defined  
20 community of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge that  
21 they have an obligation to make known to the Court any relationships, conflicts, or differences with  
22 any member of the Class and/or Subclasses, and no such relationships or conflicts are currently  
23 known to exist. Plaintiffs' attorneys and the proposed counsel for the Class and Subclasses are  
24 versed in the rules governing class action discovery, certification, litigation, and settlement and  
25 experienced in handling such matters. Other former and current employees of Defendants may also  
26 serve as representatives of the Class and Subclasses if needed.

27                  f.     Superiority: The nature of this action makes the use of class action  
28 adjudication superior to other methods. A class action will achieve economies of time, effort,

1 judicial resources, and expense, which would not be achieved with separate lawsuits. The  
2 prosecution of separate actions by individual members of the Class and/or Subclasses would create  
3 a risk of inconsistent and/or varying adjudications with respect to the individual members of the  
4 Class and/or Subclasses, establishing incompatible standards of conduct for the Defendants, and  
5 resulting in the impairment of the rights of the members of the Class and/or Subclasses and the  
6 disposition of their interests through actions to which they were not parties. Thus, a class action is  
7 superior to other available means for the fair and efficient adjudication of this controversy because  
8 individual joinder of all Class Members is not practicable, and questions of law and fact common  
9 to the Class predominate over any questions affecting only individual Class Members. Each  
10 member of the Class has been damaged and is entitled to recovery by reason of Defendants'  
11 unlawful policies and practices, including Defendants' failure to provide lawful meal and rest  
12 periods, failure to pay minimum wages, failure to reimburse expenses, failure to provide accurate  
13 wage statements, failure to timely pay wages at termination, and failure to accurately pay all wages  
14 earned including all owed premium and overtime wages, all due to Defendants' policies and  
15 practices that affected each member of the Class and/or Subclasses similarly. Class action  
16 treatment will allow those similarly situated persons to litigate their claims in the manner that is  
17 most efficient and economical for both parties and the judicial system. Plaintiffs are unaware of  
18 any difficulties that are likely to be encountered in the management of this action that would  
19 preclude its maintenance as a class action.

20 g. Public Policy Considerations: Employers in the state of California violate  
21 employment and labor laws every day. However, current employees are often afraid to assert their  
22 rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions  
23 because they believe their former employers may damage their future endeavors through negative  
24 references and/or other means. The nature of this action allows for the protection of current and  
25 former employees' rights without fear of retaliation or damage. Additionally, the citizens of  
26 California have a significant interest in ensuring employers comply with California's labor laws  
27 and in ensuring those employers who do not are prevented from taking further advantage of their  
28 employees.

1 **CLASS ACTION CLAIMS**

2 **FIRST CAUSE OF ACTION**

3 **FAILURE TO PAY ALL WAGES OWED, INCLUDING OVERTIME**

4 **(By Plaintiffs and the Minimum Wage and Overtime Subclasses Against Defendants)**

5 54. Plaintiffs incorporate by reference each and every paragraph above, and realleges  
6 each and every allegation contained above as though fully set forth herein.

7 55. At all times relevant, Labor Code §1194 provides that any employee receiving less  
8 than the legal minimum wage or the legal overtime compensation applicable to the employee is  
9 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or  
10 overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

11 56. Labor Code §1197 states: "The minimum wage for employees fixed by the  
12 commission is the minimum wage to be paid to employees, and the payment of a less wage than  
13 the minimum so fixed is unlawful."

14 57. Cal. Lab. Code § 1198 further states that the employment of an employee for longer  
15 hours than those fixed by the Industrial Welfare Commission is unlawful.

16 58. The IWC Wage Orders similarly require that employees be paid on the established  
17 payday for the period involved, not less than the applicable minimum wage for all hours worked in  
18 the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.

19 59. At all times relevant, pursuant to Labor Code section 510, 1194, and the IWC  
20 wage orders applicable to Plaintiffs' and the Class Members' employment by Defendants  
21 provided that employees working for more than eight (8) hours in a day or forty (40) hours in a  
22 work week are entitled to overtime compensation at the rate of one and one-half times the regular  
23 rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a work  
24 week. An employee who works more than twelve (12) hours in a day or in excess of eight (8)  
25 hours in a day on the seventh day of work in a particular work week is entitled to overtime  
26 compensation at a rate of twice the regular rate of pay.

1           60.     The IWC Wage Orders define “hours worked” as “the time during which an  
2 employee is subject to the control of an employer, and includes all the time the employee is  
3 suffered or permitted to work, whether or not required to do so.”

4           61.     At all times relevant, Plaintiffs and Class Members consistently worked hours for  
5 which they were not paid because Plaintiffs and the Class Members were required to work off the  
6 clock, including without limitation time worked to launder and maintain uniforms.

7           62.     Plaintiffs are informed and believes that Defendants knew or should have known  
8 that Plaintiffs and the Class Members were working off the clock and that they should have been  
9 paid for this time.

10          63.     In addition, Plaintiffs are informed and believe that Defendants failed to  
11 compensate employees for all overtime and double time hours worked at the proper rate.

12          64.     In some instances, Plaintiffs and the Class Members worked in excess of eight (8)  
13 hours in a day and/or forty (40) hours in a week, and on occasion over twelve hours in a day or  
14 over eight hours on the seventh day of work in a particular workweek without being paid all  
15 wages owed as required by law.

16          65.     On information and belief, Defendant failed to properly calculate and pay overtime  
17 at 1.5 times the Class Members’ regular rate because it failed to include all forms of renumeration  
18 in the regular rate including shift differential pay and night premium pay, among others.

19          66.     Upon information and belief, Defendants knew or should have known Plaintiffs  
20 and the Class Members were undercompensated.

21          67.     Defendants’ failure to pay Plaintiffs and Class Members the unpaid balance of  
22 wages owed violates the provisions of Labor Code §510, §1194, §1197, §1198, and the applicable  
23 IWC wage orders and is therefore unlawful.

24          68.     Accordingly, Defendants owe Plaintiffs and Class Members wages, including  
25 minimum wages and overtime wages, and have failed and refused, and continue to fail and refuse,  
26 to pay Plaintiffs and the Class Members the wages owed.

27          69.     Pursuant to Labor Code §1194, Plaintiffs and the Class Members are entitled to  
28 recover their unpaid compensation, as well as interest, costs, and attorneys’ fees.

70. In addition, pursuant to Labor Code §1194.2(a), Plaintiffs and the Class Members are entitled to “recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.”

71. Also, pursuant to Labor Code §1197.1, Plaintiffs and the Class Members are entitled to claim all applicable civil penalties as a direct result of Defendants' policy and practice of paying a wage less than the minimum fixed by an order of the commission.

72. Accordingly, Plaintiffs and Class Members are entitled to recover their unpaid wages, including minimum wages, overtime compensation at the proper rate, as well as interest, costs, and attorneys' fees.

## SECOND CAUSE OF ACTION

## FAILURE TO PROVIDE LAWFUL MEAL PERIODS

**(By Plaintiffs and the Meal Period Subclasses Against All Defendants)**

73. Plaintiffs incorporate by reference and realleges each and every allegation contained above, as though fully set forth herein.

74. Pursuant to Labor Code § 512, no employer shall employ an employee for a work period of more than five (5) hours without providing a meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee.

75. For the four (4) years preceding the filing of this lawsuit, Defendants failed to provide Plaintiffs and Class Members timely and uninterrupted first meal periods of not less than thirty (30) minutes within the first five hours of a shift.

76. Indeed, during the relevant time, as a consequence of Defendants' staffing and scheduling practices, lack of coverage, work demands, and Defendants' policies and practices, Plaintiffs and the Class Members were often required to forego legally required meal periods, commence their meal periods into and beyond the sixth hour of their shifts, and/or had their meal periods interrupted.



1       84.       Labor Code §226.7(a) prohibits an employer from requiring any employee to work  
2 during any rest period mandated by an applicable order of the IWC.

3       85.       Defendants were required to authorize and permit employees such as Plaintiffs and  
4 Class Members to take rest periods during shifts in excess of 3.5 hours, based upon the total hours  
5 worked at a rate of ten (10) minutes net rest per four (4) hours worked, or major fraction thereof,  
6 with no deduction from wages.

7       86.       Despite said requirements of the IWC wage orders applicable to Plaintiffs' and Class  
8 Member's employment with Defendants, Defendants failed and refused to authorize and permit  
9 Plaintiffs and Class Members to take lawful, net ten (10) minute rest periods for every four (4)  
10 hours worked, or major fraction thereof. Such rest breaks, when provided, were frequently  
11 untimely or less than net ten minutes because of the work requirements and productivity demands  
12 that Defendants imposed.

13       87.       In addition, upon information and belief, Plaintiffs and the Class Members were not  
14 allowed to leave the premises during rest periods.

15       88.       Defendant's exercise of control over the aggrieved employees during periods of rest  
16 is inconsistent with the mandates of the Labor Code and Wage Order, as set forth in *Augustus v.*  
17 *ABM*, 2 Cal. 5<sup>th</sup> 257 (2016).

18       89.       Defendants did not pay Plaintiffs one additional hour of pay at her regular rate of  
19 pay for each day that a rest period violation occurred because Defendant failed to include all forms  
20 of remuneration in the regular rate including shift differential pay and night premium pay, among  
21 others.

22       90.       On information and belief, the other members of the Class endured similar violations  
23 as a result of Defendant's rest period policies and practices and Defendant did not pay said Class  
24 Members premium pay as required by law.

25       91.       By their failure to authorize and permit Plaintiffs and the Class Members to take a  
26 lawful, net ten (10) minute rest period free from work duties every four (4) hours or major fraction  
27 thereof worked, including failure to provide two (2) total rest periods on six to ten hour shifts and  
28 three (3) total ten (10) minute rest periods on days on which Plaintiffs and the other Class Members

1 work(ed) work a third rest period for shifts in excess of ten (10) hours, and by their failure to provide  
2 compensation for such unprovided rest periods as alleged herein, Defendants willfully violated the  
3 provisions of Labor Code sections 226.7 and the applicable IWC Wage Order(s).

4 92. As a result of the unlawful acts of Defendants, Plaintiffs and the Class they seek to  
5 represent have been deprived of premium wages in amounts to be determined at trial, and are  
6 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,  
7 under Labor Code sections 218.6, 226.7, the applicable IWC Wage Orders, and Civil Code 3287.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO ACCURATELY RECORD AND PAY SICK LEAVE**

10 **AND/OR PAID TIME OFF**

11 **(By Plaintiffs and Sick Pay Subclass Against Defendant)**

12 93. Plaintiffs incorporate by reference and realleges each and every allegation contained  
13 above, as though fully set forth herein.

14 94. Labor Code Section 246(i) provides that: "an employer shall provide an employee  
15 with written notice that sets forth the amount of paid sick leave available, or paid time off leave an  
16 employer provides in lieu of sick leave, for use on either the employee's itemized wage statement  
17 described in Section 226 or in a separate writing provided on the designated pay date with the  
18 employee's payment of wages. If an employer provides unlimited paid sick leave or unlimited paid  
19 time off to an employee, the employer may satisfy this section by indicating on the notice or the  
20 employee's itemized wage statement 'unlimited.' The penalties described in this article for a violation  
21 of this subdivision shall be in lieu of the penalties for a violation of Section 226."

22 95. Labor Code § 246 provides that the employer shall calculate paid sick leave by  
23 using one of two calculations: (1) "Paid sick time for nonexempt employees shall be calculated in  
24 the same manner as the regular rate of pay for the workweek in which the employee uses paid  
25 sick time, whether or not the employee actually works overtime in that workweek;" or (2) "Paid  
26 sick time for nonexempt employees shall be calculated by dividing the employee's total wages,  
27 not including overtime premium pay, by the employee's total hours worked in the full pay periods  
28 of the prior 90 days of employment."

1           96.     Whenever Defendant paid Plaintiffs and Sick Pay Sub-Class sick time pursuant to  
2 California Labor Code § 246, Defendant did so at the incorrect rate of pay. Defendant paid  
3 Plaintiffs and the Sick Pay Sub-Class at the base hourly rate of pay, as opposed to the regular rate  
4 of pay, which would take into account all night premiums and/or shift differentials, or by dividing  
5 the employees' total wages, not including overtime premium pay, by the employees' total hours  
6 worked in the full pay periods of the prior 90 days of employment, as required by Labor Code §  
7 246. This resulted in the employees being underpaid for sick time, and resulted in violations of  
8 California Labor Code §§ 201, 202, and 203, and other derivative Labor Code violations, because  
9 Defendant did not pay, or timely pay, Plaintiffs and the unpaid wages for work performed by  
10 them during their employment and at the end of their employment.

11           97.     As a result of the unlawful acts of Defendant, Plaintiffs and the Sick Pay Subclass  
12 have been deprived of sick pay in amounts to be determined at trial, and are entitled to the  
13 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs..

#### 14                                   **FIFTH CAUSE OF ACTION**

#### 15                                   **FAILURE TO TIMELY PAY WAGES OWED AT SEPARATION**

#### 16                                   **(By Plaintiffs and the Waiting Time Subclass Against All Defendants)**

17           98.     Plaintiffs incorporate by reference and realleges each and every allegation contained  
18 above, as though fully set forth herein.

19           99.     Labor Code §§ 201 and 202 require Defendants to pay their employees all wages  
20 due within seventy-two (72) hours of separation of employment.

21           100.    Section 203 of the Labor Code provides that if an employer willfully fails to timely  
22 pay such wages the employer must, as a penalty, continue to pay the subject employee's wages  
23 until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30  
24 days of wages.

25           101.    Plaintiffs and Class Members are entitled to compensation for all forms of wages  
26 earned, including but not limited to minimum wages, overtime, and premium meal and rest period  
27 compensation, but to date have not received such compensation, therefore entitling them to Labor  
28 Code § 203 penalties.

102. More than thirty (30) days have passed since affected Waiting Time Subclass Members have left Defendants' employ, and on information and belief, they have not received payment pursuant to Labor Code § 203.

103. Plaintiffs and Waiting Time Subclass Members are thus entitled to 30 days' wages as a penalty under Labor Code § 203, together with interest thereon and attorneys' fees and costs.

## SIXTH CAUSE OF ACTION

## FAILURE TO REIMBURSE NECESSARY EXPENSES

**(By Plaintiffs and the Indemnification Subclass Against All Defendants)**

104. Plaintiffs incorporate by reference and realleges each and every allegation contained above, as though fully set forth herein.

105. Labor Code § 2802 requires Defendants to indemnify Plaintiffs and Class Members for necessary expenditures incurred in direct consequence of the discharge of his or her duties.

106. Plaintiffs and the members of the Indemnification Class were required to incur expenses in the performance of their assigned job duties. For example, Plaintiffs and the Indemnification Class Members were required to incur numerous out of pocket expenses, including expenses for uniforms, and to launder and maintain said uniforms.

107. As a result of the unlawful acts of Defendants, Plaintiffs and the Plaintiffs' Subclass Members have been deprived of un-reimbursed sums in amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code §2802.

## SEVENTH CAUSE OF ACTION

## KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED

## EMPLOYEE WAGE STATEMENT PROVISIONS

**By Plaintiffs and Wage Statement Subclass Against Defendants**

108. Plaintiffs repeat and incorporate herein by reference each and every allegation set forth above, as though fully set forth herein.

109. Labor Code section 226(a) reads in pertinent part: “Every employer shall,

1 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either  
2 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately  
3 when wages are paid by personal check or cash, an accurate itemized statement in writing  
4 showing (1) gross wages earned, (2) total hours worked by the employee... (4) all deductions...  
5 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
6 name of the employee and only the last four digits of his or her social security number or an  
7 employee identification number other than a social security number, (8) the name and address of  
8 the legal entity that is the employer, and (9) all applicable hourly rates in effect during each the  
9 pay period and the corresponding number of hours worked at each hourly rate by the  
10 employee....".

11 110. Further, the IWC Wage Orders require in pertinent part: Every employer shall  
12 keep accurate information with respect to each employee including the following: (3) Time  
13 records showing when the employee begins and ends each work period. Meal periods, split shift  
14 intervals, and total daily hours worked shall also be recorded...(5) Total hours worked in the  
15 payroll period and applicable rates of pay...."

16 111. Labor Code section 1174 of the California also requires Defendants to maintain  
17 and preserve, in a centralized location, among other items, records showing the names and  
18 addresses of all employees employed and payroll records showing the hours worked daily by, and  
19 the wages paid to, its employees. On information and belief and based thereon, Defendants have  
20 knowingly and intentionally failed to comply with Labor Code section 1174, including by  
21 implementing the policies and procedures and committing the violations alleged in the preceding  
22 causes of action and herein. Defendants' failure to comply with Labor Code section 1174 is  
23 unlawful pursuant to Labor Code section 1175.

24 112. Defendants have failed to record many of the items delineated in applicable  
25 Industrial Wage Orders and Labor Code section 226, and required under Labor Code section  
26 1174, including by virtue of the fact that each wage statement which failed to accurately  
27 compensate Plaintiffs and Class Members for all hours worked and for missed and non-provided  
28 meal and rest periods, or which failed to include compensation for all minimum wages earned or

1 overtime hours worked, was an inaccurate wage statement.

2       113. On information and belief, Defendants failed to implement and preserve a lawful  
3 record-keeping method to record all hours worked, meal periods, and non-provided meal and rest  
4 periods owed to employees, as required for Non-Exempt Employees under California Labor Code  
5 section 226 and applicable California Wage Orders. In order to determine if they had been paid  
6 the correct amount and rate for all hours worked, Plaintiffs and Class Members have been, would  
7 have been, and are compelled to try to discover the required information missing from their wage  
8 statements and to perform complex calculations in light of the inaccuracies and incompleteness of  
9 the wage statements Defendants provided to them.

10       114. As a pattern and practice, in violation of Labor Code section 226(a) and the IWC  
11 Wage Orders, Defendants did not and still do not furnish each of the members of the Wage  
12 Statement Class with an accurate itemized statement in writing accurately reflecting all of the  
13 required information including, without limitation, total hours worked. In addition, Defendants  
14 have failed to provide accurate itemized wage statements as a consequence of the above-specified  
15 violations for failure to accurately pay all wages owed, accurately record all hours worked, and  
16 failure to pay meal and rest period premiums as required by law.

17       115. Moreover, upon information and belief, as a pattern and practice, in violation of  
18 Labor Code section 226(a) and the IWC Wage Orders, Defendants did not and do not maintain  
19 accurate records pertaining to the total hours worked for Defendants by the members of the Wage  
20 Statement Class, including but not limited to, beginning and ending of each work period, meal  
21 period and split shift interval, the total daily hours worked, and the total hours worked per pay  
22 period and applicable rates of pay.

23       116. Plaintiffs and the members of the Wage Statement Class have suffered injury as a  
24 result of Defendants' failure to maintain accurate records for the members of the Wage Statement  
25 Class in that the members of the Wage Statement Class were not timely provided written accurate  
26 itemized statements showing all requisite information, and in that the members of the Wage  
27 Statement Class were misled by Defendants as to the correct information regarding various items,  
28 including but not limited to total hours worked by the employee, net wages earned and all

1 applicable hourly rates in effect during the pay period and the corresponding number of hours  
2 worked at each hourly rate.

3 117. Pursuant to Labor Code section 226, and in light of Defendants' violations  
4 addressed above, Plaintiffs and the Wage Statement Class Members are each entitled to recover  
5 up to a maximum of \$4,000.00, along with an award of costs and reasonable attorneys' fees.

## 6 **EIGHTH CAUSE OF ACTION**

### 7 **VIOLATION OF THE UNFAIR COMPETITION LAW**

#### 8 **By Plaintiffs and Class Against All Defendants**

9 118. Plaintiffs incorporate by reference and reallege each and every allegation contained  
10 above, as though fully set forth herein.

11 119. Defendants' conduct, as alleged in this complaint, has been, and continues to be,  
12 unfair, unlawful, and harmful to Plaintiffs and Class Members, Defendants' competitors, and the  
13 general public. Plaintiffs also seeks to enforce important rights affecting the public interest within  
14 the meaning of the California Code of Civil Procedure § 1021.5.

15 120. Defendants' policies, activities, and actions as alleged herein are violations of  
16 California law and constitute unlawful business acts and practices in violation of California  
17 Business and Professions Code §§ 17200, *et seq.*

18 121. A violation of California Business and Professions Code §§ 17200, *et seq.*, may be  
19 predicated on the violation of any state or federal law.

20 122. The state law violations, including violations of the relevant IWC Wage Order,  
21 detailed herein above are the predicate violations for this cause of action.

22 123. By way of example only, in the instant case Defendants' policy of failing to lawfully  
23 provide Plaintiffs and the Class with timely meal and rest periods or pay one (1) hour of premium  
24 pay when a meal or rest period was not lawfully provided violates Labor Code § 512, and § 226.7,  
25 and the IWC Wage Orders.

26 124. Defendants further violated the law through their policies of failing to fully and  
27 accurately compensate Plaintiffs and the Class Members for all hours worked, including minimum  
28 wages and overtime, and failing to reimburse for necessary expenses, as well as failing to provide

1 accurate itemized wage statement as specified above.

2 125. Plaintiffs and the Class Members have been personally aggrieved by Defendants'  
3 unlawful and unfair business acts and practices alleged herein by the loss of money and/or property.

4 126. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, Plaintiffs  
5 and the Class Members are entitled to restitution of the wages withheld and retained by Defendants  
6 during a period that commences four (4) years prior to the filing of this complaint; an award of  
7 attorneys' fees pursuant to California Code of Civil Procedure §1021.5; interest; and an award of  
8 costs.

### 9 **NINTH CAUSE OF ACTION**

#### 10 **PRIVATE ATTORNEYS' GENERAL ACT OF 2004 LABOR CODE 2698, *et seq.***

#### 11 **By Plaintiffs and Class Against All Defendants**

12 127. Plaintiffs incorporate by reference and re-alleges each and every allegation  
13 contained above, as though fully set forth herein.

14 128. Labor Code §§ 2698 *et seq.* (The Private Attorney General Act / "PAGA") provides  
15 that any provision of law under the California Labor Code that provides for a civil penalty to be  
16 assessed and collected by the Labor & Workforce Development Agency ("LWDA") for violations  
17 of the California Labor Code may, as an alternative, be recovered through a civil action brought by  
18 an aggrieved employee on behalf of himself and other current or former employees.

19 129. Plaintiffs are aggrieved employees as defined in Labor Code §2699(a) in that they  
20 were an employee of Defendants, and one or more of the alleged violations alleged herein was  
21 committed against them.

22 130. Plaintiffs bring this cause on behalf of themselves and other current or former  
23 aggrieved employees affected by the Labor Code violations alleged in the Complaint and this  
24 Second Amended Complaint and includes all causes of action and labor codes stated herein, and  
25 hereby incorporated by reference, in their capacity as a private attorney general.

26 131. In addition to the violations specified above, Plaintiffs also alleges that:  
27  
28

1                   a. Defendants violated Labor Code section 204 by failing to pay on time  
2                   Plaintiffs and the aggrieved employees all wages owed.

3                   b. Defendants violated Labor Code section 226(a), 1174, and 1174.5 by  
4                   failing to keep accurate payroll and timekeeping information.

5           132. Pursuant to Labor Code §2699 Plaintiffs, individually and on behalf of all aggrieved  
6 employees, requests and is entitled to recover from Defendants penalties according to proof for the  
7 violations alleged herein, including attorneys' fees and costs and interests.

8           133. Pursuant to Labor Code §2699, Plaintiffs is entitled to recover penalties under Labor  
9 Code section 2699 in the amount of one hundred dollars (\$100) for each aggrieved employee per  
10 pay period for each initial violation, and two hundred (\$200) dollars for each aggrieved employee  
11 per pay period for each subsequent violation.

12           134. Pursuant to California Labor Code §2699(i), civil penalties recovered by aggrieved  
13 employees shall be distributed as follows: seventy-five percent (75%) to the LWDA and twenty-  
14 five percent (25%) to the aggrieved employees.

15           135. The conduct of Defendants, as alleged herein, has been and continues to be  
16 deleterious to Plaintiffs and other aggrieved employees. By this action, Plaintiffs also seeks to  
17 enforce important rights affecting the public interest within the meaning of Code Civ. Proc. section  
18 1021.5.

19           136. Plaintiffs timely provided notice to the LWDA and Defendants. Specifically, on or  
20 about January 24, 2019, Plaintiff Ross sent notice to the LWDA and Defendants along with a copy  
21 of the Complaint, setting forth alleged Labor Code and IWC Wage Order violations as averred  
22 herein.

23           137. On or about January 28, 2019, Plaintiff Ross sent an amended PAGA letter to the  
24 LWDA to supplement the prior submission.

25           138. On August 31, 2020, Plaintiff Armenta sent written notice by online submission to  
26 the LWDA and by certified mail to Defendant of Defendant's violations of numerous provisions of  
27 the California Labor Code and the IWC Wage Orders.

139. On or about April 23, 2019, Plaintiff Biggers also sent written notice to the LWDA of Defendant's violations of Labor Code section 226(a). On or about June 20, 2020, Plaintiff Biggers also sent written notice to the LWDA of Defendant's violations of Labor Code sections 201, 202, 203, 226, and 246.

140. More than 65 days have passed and the LWDA has not informed Plaintiffs that it intends to investigate the allegations.

141. As a result of Defendants' unlawful acts as set forth in this Complaint, Plaintiffs, in a representative capacity, for all aggrieved employees, seeks recovery of civil penalties for each of the alleged-violations of the Labor Code herein, plus attorneys' fees, and costs.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray judgment against Defendants, as follows:

## Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representatives of the Class;
3. That Plaintiffs be appointed as the representatives of the Subclasses; and
4. That counsel for Plaintiffs be appointed as counsel for the Class and Subclasses.

## On the First Cause of Action

(Failure to pay all wages owed, including overtime)

1. For the unpaid balance of the full amount of any overtime, minimum wages, and regular wages owed, as well as interest thereon,
2. Penalties according to statute,
3. Liquidated damages,
4. Reasonable attorneys' fees, and costs of suit;
5. For interest and
6. For such other and further relief as the Court deems proper.

## On the Second Cause of Action

(Failure to Provide Lawful Meal Periods)

1. For one (1) hour of premium pay for each day in which a required meal period was not lawfully provided;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

**On the Third Cause of Action**

(Failure to Authorize and Permit Lawful Rest Periods)

1. For one (1) hour of premium pay for each day in which a required rest period was not lawfully authorized and permitted; and
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper.

**On the Fourth Cause of Action**

(Failure To Record And Pay Sick Leave And/Or Paid Time Off)

1. For unpaid sick leave;
2. For penalties pursuant to Labor Code § 203;
3. For interest;
4. For reasonable attorneys' fees and costs pursuant to statute; and
5. For such other and further relief as the Court deems proper.

**On the Fifth Cause of Action**

(Failure to Timely Pay Wages At Separation)

1. For unpaid wages;
2. For penalties pursuant to Labor Code § 203;
3. For interest;
4. For reasonable attorneys' fees and costs pursuant to statute; and
5. For such other and further relief as the Court deems proper.

**On the Sixth Cause of Action**

(Failure to Reimburse Necessary Expenses)

1. For unreimbursed sums pursuant to Labor Code section 2802;

2. For reasonable attorneys' fees and costs pursuant to statute;
3. For interest; and
4. For such other and further relief as the Court deems proper.

**On the Seventh Cause of Action**

**(Failure to Provide Accurate Itemized Wage Statements)**

1. For statutory penalties, including penalties pursuant to Labor Code section 226;
2. For reasonable attorneys' fees and costs pursuant to statute; and
3. For such other and further relief as the Court deems proper;

**On the Eighth Cause of Action**

**(Violation of the Unfair Competition Law)**

1. That Defendants, jointly and/or severally, pay restitution and/or disgorgement of sums to Plaintiffs and Class Members for the Defendants' past failure to pay overtime and regular wages, for Defendants' past failure to reimburse necessary expenses, and for premium wages for meal and rest periods that were not provided to Plaintiffs and Class Members over the last four (4) years in an amount according to proof;
2. For reasonable attorneys' fees that Plaintiffs and Class Members are entitled to recover under California Code of Civil Procedure § 1021.5 and Labor Code section 1194;
3. For pre-judgment interest on any unpaid overtime wages due from the day that such amounts were due;
4. For costs of suit incurred herein that Plaintiffs and Class Members are entitled to recover under the Labor Code; and
5. For such other and further relief as the Court deems proper.

**On the Ninth Cause of Action**

**(Penalties Under the Private Attorneys General Act)**

1. For penalties pursuant to Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.*;
2. For unpaid wages and penalties pursuant to Labor Code section 558;
3. Reasonable attorneys fees and costs pursuant to Labor Code 2699(g) and Code of

1 Civil Procedure 1021.5; and

2 4. For such other and further relief as the Court deems proper.

3 **DEMAND FOR JURY TRIAL**

4 Plaintiffs, on behalf of the Class and Subclasses, respectfully demand a jury trial in this  
5 matter.

6 Respectfully submitted,

7  
8  
9 Dated: February 25, 2022

  
10 JAMES HAWKINS, APLC  
James R. Hawkins, Esq.  
Christina M. Lucio, Esq.  
Mitchell J. Murray, Esq.

11  
12 Attorneys for Plaintiffs CHEYLYN ROSS, DANNY  
13 ARMENTA, and KATRINA BIGGERS on behalf of  
14 themselves and all others similarly situated  
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# Exhibit B

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN BERNARDINO**

CHEYLYN ROSS, DANNY ARMENTA, and  
KATRINA BIGGERS, on behalf of themselves and  
all other persons similarly situated,

Plaintiffs,

v.

STATER BROS. MARKETS, a California  
corporation; and DOES 1-50, inclusive,

Defendants.

) Case No.: CIVDS1902581  
)  
) Assigned to: Hon. David Cohn, Dept. S-26  
)  
) **NOTICE OF PENDENCY OF A CLASS**  
) **ACTION SETTLEMENT**  
)  
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**ATTENTION:**

**PLEASE READ THIS DOCUMENT CAREFULLY. THE COURT HAS GRANTED PRELIMINARY APPROVAL OF A SETTLEMENT OF THIS LAWSUIT AND YOUR RIGHTS MAY BE AFFECTED. THIS CASE IS NOT AGAINST YOU. YOU MAY BE ENTITLED TO MONEY FROM THIS SETTLEMENT.**

**Why Should I Read this Notice?**

Cheylyn Ross (“Ross”), Danny Armenta (“Armenta”), and Katrina Biggers (“Biggers”) (collectively, “Plaintiffs”) filed a lawsuit against Stater Bros. Markets (“Defendant” or “Stater Bros.”) (together, the “Parties”). The lawsuit is sometimes also referred to as the “litigation” or the “Action”. In the lawsuit, Plaintiffs seek to recover certain wages and expenses for themselves, and on behalf of other individuals employed by Stater Bros. as non-exempt, hourly retail employees within the State of California (collectively, the “Class” or “Class Members”) at any time from September 7, 2018 to November 10, 2021 (the “Class Period”).

Stater Bros. denies all of the claims in Plaintiffs’ Complaint and the contentions alleged in the lawsuit. Stater Bros. expressly denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in Plaintiffs’ lawsuit. Stater Bros. has agreed to this settlement in order to avoid the costs and expenses associated with protracted litigation and with defending itself from the lawsuit.

Plaintiffs and Stater Bros. have agreed to a settlement of the lawsuit that includes the Class Members. The Court has preliminarily approved the settlement and ordered the transmittal of this “Notice of Pendency and of a Class Action Settlement” (the “Notice”) regarding the lawsuit and the money that may be paid to you if the Court gives its final approval to the settlement. **You do not need to do anything, and you do not need to pay anything to receive settlement money from this lawsuit, but you should read this entire Notice to understand your rights and options.**

**What Is This Case About?**

Plaintiffs worked for Stater Bros. as non-exempt, hourly retail employees. On January 25, 2019, Ross filed this lawsuit as a proposed class and representative action. In the Second Amended Complaint, Plaintiffs allege failure to pay regular wages, failure to properly calculate and pay overtime wages, failure to accurately record and pay sick pay and paid time off, failure to provide meal periods, failure to authorize and permit rest periods, failure to timely pay wages upon separation, failure to reimburse necessary expenses, failure to provide accurate itemized wage statements, unfair competition, and seek civil penalties pursuant to the California Private Attorneys General Act (“PAGA”).

In general, Plaintiffs’ lawsuit claims that they and other non-exempt, hourly retail employees were not paid correctly for all hours worked, were not paid correctly for overtime and sick pay, were not given proper meal and rest periods, were not provided reimbursement for all business expenses, and were not paid all wages timely upon separation of employment, in addition to other related claims. Stater Bros. denies all of the allegations in the lawsuit and contend that they properly paid all employees and otherwise complied with all legal requirements. The Court has not ruled on any of the allegations or made any determination that Stater Bros. has done anything wrong. To avoid a protracted and expensive lawsuit, the Parties have agreed to settle the claims in the lawsuit.

Class actions are types of cases where one or more individuals file a lawsuit on behalf of a group of similarly situated people to try and recover damages for everyone in the group, without the need for separate individual lawsuits. Class actions may be used by the courts in certain situations where the claims of a group raise basic issues of law or fact that are common, making it fair to bind all class members to the orders and judgment in a case without the need to hear the claims for each class member. Class actions can ensure that everyone involved is bound by the results of the lawsuit.

### **What Is the Settlement?**

The parties attended mediation in February 2021 and May 2021. Following the second mediation, they agreed to a settlement on the terms and conditions set forth in the “Joint Stipulation of Class Action and PAGA Settlement Release” to resolve the lawsuit. The settlement requires Stater Bros. to pay a Gross Settlement Amount of \$6,150,000. The Court has not determined whether Plaintiffs or other non-exempt employees are owed any money, nor whether Stater Bros. violated any laws; instead, the Court has given its preliminary approval to the parties’ settlement. If the Court gives final approval to the settlement, then you will be paid money from the settlement fund described below in exchange for releasing any claims you might have in the lawsuit.

You have been identified as having worked for Stater Bros. as a non-exempt, hourly retail employee in California between September 7, 2018 to November 10, 2021. You are part of the “Class.” If the settlement is finally approved by the Court, the \$6,150,000 will be paid out as follows: up to \$75,000 will be paid to the settlement administrator; up to \$2,050,000 will be paid to Plaintiffs’ lawyers for their work on the lawsuit and up to \$50,000 for their costs incurred on the lawsuit; up to \$10,000 will be paid to each Plaintiff (\$30,000 total) as a service fee for their work and risks undertaken in bringing the lawsuit; \$75,000 will be paid to the Labor and Workforce Development Agency (“LWDA”), as 75% of the \$100,000 PAGA portion of the settlement pursuant to California Labor Code § 2699(i); and the remainder of approximately \$3,870,000.00 will be paid to the Class Members (including you) as “Individual Settlement Payments,” which will be divided *pro rata* between the Class members based upon each person’s total weeks worked during the Class Period. Each Class Member’s Individual Settlement Payment will be established by dividing his/her total weeks worked during the Class Period by the aggregate of total weeks worked by Class Members during the Class Period, and then multiplying that fraction by the amount available to pay the Class; payments to the Class Members will be allocated as follows: 20% of each person’s Individual Settlement Payment will be paid as W-2 wages and 80% of each person’s Individual

Settlement Payment will be paid as 1099 interest and penalty income; payroll taxes will be withheld on any wage portions paid to Class Members by the Court-appointed Settlement Administrator; amounts allocated as 1099 penalties and interest income paid to each Class Member shall be paid without deduction or offset to reflect payment of alleged interest, penalties, and other non-wage amounts, although Stater Bros. may issue an IRS Form 1099-Misc and/or IRS Form 1099-Int to reflect these payments for penalties and interest made by the Court-appointed Settlement Administrator.

**Based on your employment records with Stater Bros., you worked [amount] work weeks during the Class Period and your Individual Settlement Payment is estimated to be approximately \$[amount].** It is likely that this number will change slightly before the end of the case. Each person's settlement share is a compromise of your approximate damages/penalties owed, it is not an exact amount of what you might possibly be owed if you pursued your own individual claim and proved your case in court. If you believe the total work weeks allocated to you above is incorrect, you can dispute that information by submitting a written statement, postmarked on or before [date/time] to the settlement administrator at [settlement administrator address], and include your full name (printed), address, telephone number, and signature, the name and number of the case, a statement describing your challenge to the total amount of work weeks, and documentation to support your challenge.

Nothing in this Notice is intended to be tax advice. The lawyers in this case cannot provide you with any tax advice, and you should consult your tax advisor for any questions about tax issues pertaining to the settlement and your claim share.

### **When Will Money be Distributed?**

There will be a court hearing where the Court will be asked to grant final approval to the settlement on [date/time], in Department S-26 of the Superior Court of the County of San Bernardino. You are not required to appear in court at that hearing. If the Court gives final approval and there are no objections or appeals, then all employees who remain a part of the settlement, including you if you do nothing, will be paid their settlement payment in approximately [date]. If the Court gives final approval and there are objections or appeals, it is uncertain when objections and appeals may be resolved and resolving them can take time. Please be patient.

### **What Am I Releasing?**

Upon the date the settlement is finally approved and becomes effective, you will forever discharge, waive and release Defendant and its present and former parent companies, subsidiaries, affiliated and related parties, joint employers, co-employers, and each of their respective present and former owners, boards, directors, officers, trustees, shareholders, members, partners, employees, agents, attorneys, representatives, successors, and assigns ("Released Parties") from any and all Released Claims within the Class Period, unless you request exclusion from the settlement. The Released Claims include any and all applicable federal, California, and local wage and hour claims, rights, demands, liabilities, and causes of action which were brought or could have been brought in the Action against Defendant based upon the factual allegations of the Action, including but not limited to, all claims for unpaid wages, including minimum wages and overtime compensation; failure to provide lawful meal period and rest periods; failure to provide sick pay; failure to compensate for alleged off-the-clock work; failure to timely pay wages owed upon separation from employment; failure to reimburse necessary expenses (which includes but is not limited to reimbursement for uniforms); knowing and intentional failure to comply with accurate itemized wage statement provisions; and unfair business practices related to the Released Claims; penalties, including civil penalties, statutory penalties, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs; all claims related to the Class Released Claims arising under:

the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 516, 1174, 1194, 1194.2, 1195, 1197, 1198, 2802, 2698 et seq., 2699 et seq.; the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (“PAGA”); California Business and Professions Code § 17200, et seq.; and California Code of Civil Procedure § 1021.5. The release excludes the release of claims not permitted by law but otherwise operates to release claims to the broadest extent permitted by law.

If you want a complete statement and the details of the scope of all claims being released, please refer to the “Joint Stipulation of Class Action and PAGA Settlement and Release,” a copy of which can be obtained from the settlement administrator’s website at [website address](#).

If you have other questions, you can contact the lawyers who were appointed by the Court as the lawyers for the Class in this case (“Class Counsel”):

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501 San Benito Street, Suite 200  
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You may seek independent legal counsel and/or hire your own attorney to represent you in this case at your own expense; otherwise, you will be automatically represented by Class Counsel. For other questions, you may also contact the settlement administrator’s support line: [telephone number and/or email address](#).

### **What Are Your Options?**

The Court has ordered this Notice to be mailed to all Class Members, to notify you of the lawsuit and of your rights related to the settlement. If you are still employed by Stater Bros., you have a right to participate and collect

your settlement share. Stater Bros. encourages all employees to participate in this settlement and will not retaliate against you for participating in the settlement.

At this time, you have certain options:

### **1. Remain in the Case and Participate in the Settlement**

A. Do Nothing. If you do nothing, you will automatically continue to be included in the case and represented by Class Counsel. You do not have to pay any money. You will receive your settlement payment if the Court grants final approval to the settlement. Your decision will be final and binding, and you will not be able to change your mind later and request exclusion, and you will also not be able to later bring a separate action regarding the Released Claims in this lawsuit.

B. Object. If you remain in the case, you may also object to the settlement if you choose, in which case you must send a written objection postmarked on or before **date/time** to the settlement administrator at **settlement administrator address**. All objections must be signed and include your full name (printed), address, telephone number, the name and number of the case, the last four digits of your Social Security number or Employee ID number, and describe the nature of and basis for the objection. The Court and the lawyers will be notified of your objection to the settlement. If you object and your objection is overruled, then you will be bound by the settlement and will not be allowed to request exclusion.

### **2. Exclude Yourself from the Settlement**

You may choose to exclude yourself from the settlement. This means that you will be withdrawing your claim from the lawsuit. Your decision will be final and binding, and you will not be able to change your mind later. You will not receive any payment from the settlement, and you will not be releasing any claims you may have. If you decide to request exclusion, you must send a written request for exclusion postmarked on or before **date/time**, 2022, and include your full name (printed), address, telephone number, the name and number of the case, the last four digits of your Social Security number or Employee ID number, and a statement saying that you wish to be excluded from the class; and your signature. Send requests for exclusion directly to: **settlement administrator address**. The Court and the lawyers will be notified of your request for exclusion from the case. If you elect to request exclusion, you need to be aware that there are strict statutes of limitations, *i.e.*, deadlines, that restrict your ability to bring your own claim, and if you intend to take your own action you should do so immediately. You may not both request exclusion and still object to the settlement; if you request exclusion, you have no right to object to the settlement.

### **When and Where Will Checks Be Mailed?**

If the Court grants final approval of the settlement and there are no objections, your check will automatically be mailed to you by approximately **date** to the same address where you received this Notice or, if you provide an updated address to the settlement administrator, to your new address. If the pre-printed address on the envelope with this Notice is incorrect, you must correct it. If your address changes before all your checks are mailed, you must notify the settlement administrator of your new address in writing because it has no duty under the terms of the settlement to conduct a search to locate a new address for you after this notice is sent. For address changes, please contact the settlement administrator at: **settlement administrator address**.

This Notice contains only a summary of the case to date. Complete pleadings and other papers filed with the Court are available for inspection on the Court Access Portal at <https://cap.sb-court.org/search> and searching case number “CIVDS1902518,” or by visiting the Civil Business Office at the San Bernardino Superior Court, located at 247 W. Third Street, San Bernardino, CA 92415. Please do not call or write the Clerk of the Court for information about this case; inquiries must be made in person at the Civil Business Office or by accessing documents *via* the internet. You may also contact Class Counsel. **DO NOT CONTACT THE JUDGE OR THE COURT ABOUT THIS CASE.**