SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

BARRETT ROBENOLT, as an individual and on behalf of all others similarly situated, Plaintiffs, v. PERFORMANCE FOOD GROUP, INC., a Colorado corporation; CORE-MARK INTERNATIONAL, INC., a Delaware Corporation; and DOES 1 through 50, inclusive, Defendants.	CASE NO.: 23CV002011 *[Unlimited Jurisdiction]* *Assigned for All Purposes to the Honorable Lauri Damrell, Dept. 22* JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT Complaint Filed: May 19, 2023 Trial Date: Not Set

SETTLEMENT AGREEMENT AND RELEASE OF CLASS ACTION

This Joint Stipulation of Class Action and PAGA Settlement (the "Agreement" or "Settlement Agreement") is made and entered into by: (1) Plaintiffs Barrett Robenolt, Joseph Sewell III, Arjenis E. Corona, and Darrius Vance (collectively "Plaintiffs"), individually and in their representative capacity on behalf of the Settlement Class, as defined below, and as private attorneys general on behalf of the State of California; and (2) Core-Mark International, Inc. and Performance Food Group, Inc. ("Defendants"). Plaintiffs and Defendants are collectively referred to herein as the "Parties." This Settlement Agreement is subject to the approval of the Court, pursuant to California Rules of Court, rule 3.769, subdivisions (c), (d), and (e), and is made for the sole purpose of attempting to consummate settlement of the action on a class-wide basis subject to the following terms and conditions. As detailed below, if the Court does not enter an order granting final approval of this Settlement Agreement or the conditions precedent are not met for any reason, this Settlement Agreement is void and of no force or effect whatsoever.

1. <u>Definitions</u>

As used in this Settlement Agreement, the following terms shall have the meanings specified below. To the extent terms or phrases used in this Settlement Agreement are not specifically defined below, but are defined elsewhere in this Settlement Agreement, they are incorporated by reference into this definition section.

1.1. Action

"Action" shall mean the following civil action: *Barrett Robenolt, et al. v. Performance Food Group, Inc. et al.,* case number 23CV002011, currently pending before the Superior Court of the State of California for the County of Sacramento.

1.2. Administrative Expenses

"Administrative Expenses" shall include all costs and expenses associated with and paid to the third-party settlement administrator, which are estimated not to exceed $18,395.00.

1.3. Applicable Wage Order

"Applicable Wage Order" shall mean the California Industrial Welfare Commission ("IWC") Wage Order applicable to the facts of this case, including IWC Wage Order 9-2001 and others that may be applicable.

1.4. Claims

"Claims" shall mean the claims asserted in the Action.

1.5. Class Attorney Fees and Expenses

"Class Attorney Fees and Expenses" shall mean the portion of the Gross Settlement Amount attributable to attorney fees and litigation expenses. The Parties agree that the fee-portion of the Class Attorney Fees and Expenses shall be up to one-third of the Gross Settlement Amount, currently estimated at $566,666.67, as approved by the Court, and the award of costs and expenses shall be up to an additional $40,000.00. If the Escalator Provision described below is triggered so as to increase the Gross Settlement Amount, the Parties agree that the fee portion of the Class Attorney Fees and Expenses will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount *after* the upward adjustment required by the Escalator Provision is implemented.

1.6. Class Counsel

"Class Counsel" shall mean Larry W. Lee of Diversity Law Group, P.C.; Kelsey A. Webber & Egbert Employment Law, P.C.; Edward W. Choi of Law Offices of Choi & Associates; Dennis S. Hyun of Hyun Legal, APC; William L. Marder of Polaris Law Group, LLP; and David D. Bibiyan and Vedang Patel of Bibiyan Law Group, P.C.

1.7. Class Member

"Class Member" shall mean any person who is a prospective member of the Settlement Class, or, if such person is incompetent or deceased, the person's legal guardian, executor, heir, or successor-in-interest.

1.8. Class Notice

"Class Notice" shall mean the *Notice of Proposed Class Action Settlement*, as set forth in the form of **Exhibit 1** attached hereto, or as otherwise approved by the Court, which is to be mailed to Class Members along with the Share Form.

1.9. Class Participants

"Class Participants" shall mean all Class Members who do not timely request exclusion from the Class Settlement.

1.10. Class Period

"Class Period" shall mean the period from November 1, 2020, through December 31, 2024.

1.11. Class Representatives

"Class Representatives" shall mean Plaintiffs Barrett Robenolt, Joseph Sewell III, Darrius Vance, and Arjenis E. Corona.

1.12. Class Settlement

"Class Settlement" shall mean the settlement embodied in this Settlement Agreement, which is subject to Court approval.

1.13. Complaint

"Complaint" shall mean the Second Amended Consolidated Class and PAGA Representative Action Complaint on file in the Action.

1.14. Court

"Court" shall mean the Superior Court of the State of California for the County of Sacramento.

1.15. Defendant

"Defendants" shall mean Core-Mark International, Inc. and Performance Food Group, Inc.

1.16. Defense Counsel

"Defense Counsel" shall mean Philip J. Azzara of Fisher & Phillips LLP.

1.17. Effective Date

"Effective Date" shall mean the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18. Employee's Taxes and Required Withholding

"Employee's Taxes and Required Withholding" shall mean the employee's share of any and all applicable federal, state, or local payroll taxes, including those collected under authority of the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), and/or the State Unemployment Tax Act (SUTA) on the portion of any Class Participant's Individual Settlement Amount that constitutes wages. The Employee's Taxes and Required Withholdings will be withheld from and paid out of the Individual Settlement Amounts paid from the Net Settlement Amount.

1.19. Employer's Taxes

"Employer's Taxes" shall mean and refer to Defendant's share of payroll taxes (e.g., Unemployment Insurance, Employment Training Tax, Social Security, and Medicare taxes) that is owed on the portion of any Class Participant's Individual Settlement Amount that constitutes wages. The Employer's Taxes shall be separately paid by Defendants and shall not be paid from the Gross Settlement Amount or Net Settlement Amount.

1.20. Final Approval and Fairness Hearing

"Final Approval and Fairness Hearing" shall mean the final hearing held to ascertain the fairness, reasonableness, and adequacy of the Class Settlement.

1.21. Gross Settlement Amount

"Gross Settlement Amount" is the agreed upon non-reversionary settlement amount totaling $1,700,000.00 to be paid by Defendants in full settlement of the Released Claims asserted in this case, inclusive of the Individual Settlement Amount, the Administrative Expenses, the Employee's Taxes and Required Withholdings, the Class Attorney Fees and Expenses, the Incentive Awards, and the PAGA Payment. Defendants shall separately pay their share of the Employer's Taxes in addition to the Gross Settlement Amount on the portion of each Individual Settlement Amount allocated as wages.

1.22. Hearing on Preliminary Approval

"Hearing on Preliminary Approval" shall mean the hearing held on the motion for preliminary approval of the Class Settlement.

1.23. Incentive Awards

"Incentive Awards" shall mean any additional monetary payment provided to the Class Representatives for their efforts and risks on behalf of the Settlement Class in this Action and general releases provided as set forth below, which the Parties agree will be up to $10,000.00 per Class Representative.

1.24. Individual Settlement Amount

"Individual Settlement Amount" shall mean the amount which is ultimately distributed to each Class Participant, less any Employee's Taxes and Required Withholdings. The Individual Settlement Amount does not include any portion of the PAGA Payment.

1.25. Net Settlement Amount

"Net Settlement Amount" shall mean the Gross Settlement Amount minus: Administrative Expenses; Class Attorney Fees and Expenses; penalties allocated pursuant to the Labor Code Private Attorney General Act of 2004 ("PAGA"), codified at Labor Code sections 2698 through 2699.6, which are payable to the California Labor and Workforce Development Agency ("LWDA"); and Plaintiffs' Incentive Awards.

1.26. Opt Out

"Opt Out" shall refer to the process of submitting a timely and valid request for exclusion from the Class Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline. PAGA Settlement Class cannot opt out of the PAGA settlement.

1.27. Opt-Outs

"Opt-Outs" shall mean all persons who timely and validly request exclusion from the Class Settlement in accordance with the terms of the Class Notice and no later than the Response Deadline.

1.28. PAGA Notices

"PAGA Notices" shall mean and refer to the PAGA Notices submitted to the LWDA by Plaintiffs pursuant to Labor Code section 26993, including the noticed submitted by Plaintiff Arjenis Corona on or about August 16, 2023; the notice submitted by Plaintiff Darrius Vance on or about October 30, 2023; the notice submitted by Plaintiff Joseph Sewell on or about August 1, 2023; and the notice submitted by Plaintiff Barrett Robenolt on or about May 18, 2023.

1.29. PAGA Payment

"PAGA Payment" means the penalties pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is $100,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., $75,000.00) to the LWDA and twenty-five percent (25%) (i.e., $25,000.00) to the PAGA Settlement Class. Class Counsel shall give timely notice of this Settlement Agreement to the LWDA pursuant to Labor Code section 2699, subdivision (l)(2).

1.30. PAGA Period

"PAGA Period" shall mean the period from May 18, 2022, through December 31, 2024.

1.31. PAGA Settlement Class

"PAGA Settlement Class" shall mean all individuals who are or were employed by Defendant Core-Mark International, Inc. as non-exempt warehouse employees in California during the PAGA Period. Defendants represent that the PAGA Settlement Class consists of approximately 2,200 employees that worked a total of approximately 50,000 pay periods during the PAGA Period.

1.32. Parties

"Parties" shall mean Plaintiffs and Defendants.

1.33. Plaintiffs

"Plaintiffs" shall mean Plaintiffs Barrett Robenolt, Joseph Sewell III, Arjenis E. Corona, and Darrius Vance.

1.34. Preliminary Approval Date

"Preliminary Approval Date" shall mean the date upon which the Court enters an order preliminarily approving this Settlement Agreement.

1.35. Released Claims

"Class Released Claims" shall mean those claims based on the factual allegations set forth in the Complaint, which arose during the Class Period, including claims for: (1) failure to pay minimum and overtime wages in violation of California Labor Code sections 201-204, 510, 558, 1194, 1197, and 1197.1; (2) failure to provide meal periods in violation of California Labor Code sections 226.7 and 512; (3) failure to provide rest periods in violation of California Labor Code section 226.7; (4) failure to provide accurate itemized wage statements in violation of Labor Code section 226(a); (5) violation of California Business & Professions Code section 17200, et seq.; (6) failure to provide vested vacation benefits in violation of Labor Code section 227.3; (7) failure to indemnify in violation of California Labor Code section 2802; (8) waiting time penalties pursuant to California Labor Code sections 201-203; (9) failure to timely pay wages pursuant to California Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 210, and 1197.5.

"PAGA Released Claims" " shall mean those claims for Civil Penalties under the Private Attorneys General Act of 2004 for violation of California Labor Code sections 201-204, 210, 226.3, 226.7, 510, 512, 558, 1174.5, 1194, 1197, 1197.1, and 2699 predicated on the factual allegations set forth in the Complaint and PAGA notices, which arose during the PAGA Period, including claims for: (1) failure to pay minimum and overtime wages in violation of California Labor Code sections 201-204, 510, 558, 1194, 1197, and 1197.1; (2) failure to provide meal periods in violation of California Labor Code sections 226.7 and 512; (3) failure to provide rest periods in violation of California Labor Code section 226.7; (4) failure to provide accurate itemized wage statements in violation of Labor Code section 226(a); (5) violation of California

Business & Professions Code section 17200, et seq.; (6) failure to provide vested vacation benefits in violation of Labor Code section 227.3; (7) failure to indemnify in violation of California Labor Code section 2802; (8) waiting time penalties pursuant to California Labor Code sections 201-203; and (9) failure to timely pay wages pursuant to California Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 210, and 1197.5.

No other claims are released other than those claims specifically plead in the Complaint or otherwise specifically identified herein. This Settlement Agreement will not release any person, party, or entity from claims, if any, by Class Members for workers compensation, unemployment, or disability benefits of any nature. Nor does it release any claims, actions, or causes of action which may be possessed by Class Members under state or federal discrimination statutes, including, without limitation, the California Fair Employment and Housing Act (Gov. Code, §§ 12900–12996); the Unruh Civil Rights Act (Civ. Code, § 51); the California Constitution; Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq.); the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.); the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 et seq.); and all of their implementing regulations and interpretive guidelines.

1.36. Released Parties

"Released Parties" shall mean Defendants and all of Defendants' respective present or former parent companies, subsidiary companies and affiliates, and officers, directors, board members, insurers, employees, partners, shareholders, attorneys, agents, and any other successors, assigns, or legal representatives.

1.37. Releasing Parties

"Releasing Parties" shall mean every Class Participant and all persons purporting to act on their behalf or purporting to assert a claim under or through them, including, but not limited to, their dependents, heirs, assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity.

1.38. Response Deadline

"Response Deadline" shall mean the date forty-five (45) days following the date on which the Settlement Administrator first mails Class Notice to the Class Members and the last day on which Class Members may submit a request for exclusion and/or objection to Class Settlement.

1.39. Settlement Administrator

"Settlement Administrator" shall mean Phoenix Settlement Administrators (or other administrator agreed on by the parties) which the Parties have agreed will be responsible for administration of the Class Settlement and related matters.

1.40. Settlement Class

"Settlement Class" shall mean all individuals who are or were employed by Defendant Core-Mark International, Inc. as non-exempt warehouse employees in California during the Class Period. Defendants represent that the Settlement Class consists of approximately 3,000 Class Members who worked a total of approximately 135,000 workweeks during the Class Period.

2. <u>Factual and Procedural Background</u>

2.1. Plaintiffs' Claims

Plaintiffs, individually and in their representative capacity on behalf of the Settlement Class, and as private attorneys general on behalf of the State of California, have alleged the following violations against Defendants: (1) failure to pay minimum and overtime wages in violation of California Labor Code sections 201-204, 510, 558, 1194, 1197, and 1197.1; (2) failure to provide meal periods in violation of California Labor Code sections 226.7 and 512; (3) failure to provide rest periods in violation of California Labor Code section 226.7; (4) failure to provide accurate itemized wage statements in violation of Labor Code section 226(a); (5) violation of California Business & Professions Code section 17200, et seq.; (6) failure to provide vested vacation benefits in violation of Labor Code section 227.3; (7) failure to indemnify in violation of California Labor Code section 2802; (8) waiting time penalties pursuant to California Labor Code sections 201-203; (9) failure to timely pay wages pursuant to California Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 210, and 1197.5; and (10) Civil Penalties under the Private Attorneys General Action of 2024 for violation of California Labor Code sections 201-204, 210, 226.3, 226.7, 510, 512, 558, 1174.5, 1194, 1197, 1197.1, and 2699.

2.2. Discovery, Investigation, Research, and Mediation

Class Counsel has conducted significant informal discovery during the prosecution of the Action. This discovery, investigation, and prosecution has included, among other things, (a) over a dozen telephonic conferences with Plaintiffs; (b) inspection and analysis of thousands of pages of documents and other information produced by Plaintiffs and Defendants; (c) analysis of employment data from a sample of Class Members; (d) an analysis of the legal positions taken by Defendants; (e) investigation into the viability of class treatment of the claims asserted in the Action; (f) analysis of potential class-wide damages, including information sufficient to understand Defendants' potential defenses to Plaintiffs' claims; (g) research of the applicable law with respect to the claims asserted in the Complaint and the potential defenses thereto; and (h) assembling and analyzing of data for calculating damages.

Class Counsel and the Class Representatives have vigorously prosecuted this case, and Defendants have vigorously contested it. The Parties have engaged in sufficient investigation and discovery to assess the relative merits of the claims of the Class Representatives and of the defenses to them. After such discovery, investigation, and prosecution, the Parties attended a full-day mediation with an experienced employment law mediator, which culminated in a settlement in principle, the terms of which are elaborated in this Settlement Agreement.

2.3. Allegations of the Class Representatives and Benefits of Class Settlement

The document and data exchange in this matter, as well as discussions between counsel, have been adequate to give the Class Representatives and Class Counsel a sound understanding of the merits of their positions and to evaluate the value of the claims of the Settlement Class. The informal discovery conducted in this Action and the information exchanged by the Parties through pre-mediation discussions are sufficient to reliably assess the merits of the Parties' respective positions and to compromise the issues on a fair and equitable basis.

The Class Representatives and Class Counsel believe that the claims, causes of action, allegations, and contentions asserted in the Action have merit. However, the Class

Representatives and Class Counsel recognize and acknowledge the expense and delay of continued lengthy proceedings necessary to prosecute the Action against Defendants through trial and through appeals. Class Counsel has taken into account the uncertain outcome of the litigation, the risk of continued litigation in complex actions such as this, as well as the difficulties and delays inherent in such litigation, and the potential difficulty of obtaining certification of the Settlement Class as well as trying the claims of the class. Class Counsel is mindful of the potential problems of proof under, and possible defenses to, the claims alleged in the Action.

The Class Representatives and Class Counsel believe that the settlement set forth in this Settlement Agreement confers substantial benefits upon Plaintiffs and the Settlement Class and that an independent review of this Settlement Agreement by the Court in the approval process will confirm this conclusion. Based on their own independent investigation and evaluation, Class Counsel has determined that the settlement set forth in this Settlement Agreement is in the best interests of Plaintiffs and the Class Members.

2.4. Defendants' Denials of Wrongdoing and Liability

Defendants have denied and continue to deny all allegations, claims, and contentions alleged by Plaintiffs in the Action. Defendants have expressly denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions alleged in the Action. Defendants contend that they complied with California and federal wage and hour laws and have dealt legally and fairly with Plaintiffs and the Class Members.

Defendants further deny that, for any purpose other than settling this Action, these claims are appropriate for class or representative treatment. Nonetheless, Defendants have concluded that further proceedings in the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement to dispose of burdensome and protracted litigation, to permit the operation of Defendants' respective businesses without further expensive litigation and the distraction and diversion of their personnel with respect to matters at issue in the Action. Defendants have also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as the Action. Defendants have, therefore, determined that it is desirable and beneficial to it that the Action be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement.

2.5. Intent of the Class Settlement

The Class Settlement set forth herein intends to achieve the following: (1) entry of an order approving the Class Settlement; (2) entry of judgment of the Action; (3) discharge of the Released Parties from liability for any and all of the Released Claims; and (4) discharge of Defendants from liability for any and all claims arising out of the Action.

3. Conditional Certification of the Settlement Class

For the purposes of this Settlement Agreement and the Class Settlement of this Action only, the Parties agree to conditional class certification of the Settlement Class. Defense Counsel believes this conditional certification is appropriate because the Released Claims are being compromised without need to establish the elements of those claims on which liability turns. The certification of the Settlement Class shall not constitute, in this or any other proceeding, an admission of any kind by Defendants, including without limitation, that certification of a class for trial purposes is or would be warranted, appropriate or proper; or that Plaintiffs could establish any of the requisite elements for class treatment of any of the claims in the Action.

If the Settlement Agreement is not finally approved by the Court, the Effective Date is not achieved, or the Class Settlement is rejected, terminated, or otherwise rendered null and void as set forth herein, then certification of the Settlement Class shall be automatically vacated, shall be void *ab initio*, of no force or effect, and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this Action or in any other action which have been, are or can be, satisfied. Further, if the Agreement does not reach the Effective Date, Plaintiffs agree that Plaintiffs will not argue, claim, reference, or otherwise raise any preliminary approval of the Settlement Class in connection with any later proceeding before the Court.

4. Appointment of Class Counsel

For purposes of this Settlement Agreement and subject to the Court's approval, the Parties agree to the appointment of Class Counsel as counsel for the Settlement Class and the effectuation of the Class Settlement pursuant to this Settlement Agreement.

5. Consideration

5.1. Settlement Amount

The Parties agree to settle this Action for the Gross Settlement Amount of $1,700,000.00. There shall be no reversion to Defendants. Defendants shall pay the Gross Settlement Amount in full. The Gross Settlement Amount and other actions and forbearances taken by Defendants shall constitute adequate consideration for the Class Settlement and will be made in full and final settlement of: the Released Claims, the Class Attorney Fees and Expenses, Administrative Expenses, the Incentive Awards, the PAGA Payment (and any payments to individual PAGA Class Members resulting from the PAGA Payment), and any other obligation of Defendants under this Settlement Agreement (other than the Employer's Taxes on the portion of the Net Settlement Amount allocated to the payment of wages).

After the Court issues an order preliminarily approving this Class Settlement, the Settlement Administrator will distribute the Class Notice to the Class Members, which shall describe the terms of the Class Settlement and procedures to Opt Out, object, or participate in the Class Settlement as well as the Share Form, which shall identify the Class Member, the number of workweeks worked by the Class Member ("Workweeks"), as well as the estimated amount of the Individual Settlement Amount the Class Member can expect to receive once the Class Settlement becomes effective on the Effective Date. Class Members shall be given the opportunity to challenge their Workweeks information.

5.2. Incentive Awards for Plaintiffs

Plaintiffs may petition the Court to approve Incentive Awards in an amount up to $10,000.00 for each Plaintiff to acknowledge their efforts on behalf of the Settlement Class in this Action, including assisting in the investigation and consulting with Class Counsel and providing crucial documents to Class Counsel. Defendants shall not oppose any request by

Plaintiffs for Incentive Awards in such an amount. Any Incentive Award approved by the Court shall be paid to Plaintiffs from the Gross Settlement Amount and shall be in addition to any distribution to which they may otherwise be entitled as a Class Participants. Any Incentive Award approved by the Court shall not be considered wages, and the Settlement Administrator shall issue to Plaintiffs an IRS Form 1099 reflecting such payment. Plaintiffs shall be responsible for the payment of all taxes with respect to any Incentive Award approved by the Court and shall hold Defendants harmless from all liability with regard thereto.

5.3. Payment to Class Participants

Each Class Participant shall be eligible to receive payment of the Individual Settlement Amount, which is a share of the Net Settlement Amount based on the pro rata number of weeks worked by the Class Members during the Class Period as a proportion of all weeks worked by all Class Members. Each Class Participant, including Plaintiffs, shall be responsible for the payment of the Employee's Taxes and Required Withholding with respect to his or her Individual Settlement Amount and shall hold Defendants harmless from any and all liability with regard thereto.

5.4. Payment to PAGA Settlement Class

Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is $100,000.00. The PAGA Payment must be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., $75,000.00) to the LWDA and twenty-five percent (25%) (i.e., $25,000) to the PAGA Settlement Class. The portion of the PAGA Payment allocated to the PAGA Settlement Class shall be distributed to the PAGA Settlement Class based on the pro rata number of pay periods worked by each particular PAGA Settlement Class member during the PAGA Period as a proportion of all pay periods worked by all members of the PAGA Settlement Class.

5.5. Tax Treatment and Payment

For the purpose of calculating Employee's Taxes and Required Withholding for the Individual Settlement Amounts for Class Participants (including any payments to the Class Representatives but exclusive of their Incentive Award), the Parties agree that 20% of each Individual Settlement Amount shall constitute payment in the form of wages (and each Class Participant will be issued an IRS Form W-2 for such payment to him or her), and 80% of each Individual Settlement Amount shall constitute penalties and interest (and each Class Participant will be issued an IRS Form 1099 for such payment to him or her). Prior to final distribution, the Settlement Administrator shall calculate the total Employee's Taxes and Required Withholding due as a result of the wage portion of Class Participants' anticipated Individual Settlement Amounts and such actual amount will be deducted from the Net Settlement Amount. Additionally, prior to the funding of the Gross Settlement Amount and final distribution, the Settlement Administrator shall calculate the total Employer's Taxes due on the wage portion of the Class Participants' Individual Settlement Amounts and issue instructions to Defendants to separately fund these tax obligations/withholdings. The Parties understand that Plaintiffs and the Class Participants who receive any payment pursuant to this Settlement Agreement shall be solely responsible for all other individual tax obligations.

With respect to the PAGA Payment and any payments made to individual members of the PAGA Settlement Class, all such payments shall be treated as payments owing for penalties and interest thereon and shall not be considered wages. The Settlement Administrator shall issue to members of the PAGA Settlement Class an IRS Form 1099 reflecting such payment. Members of the PAGA Settlement Class shall be solely responsible for the payment of all taxes with respect to any PAGA payments made to them.

5.6. No Effect on Employee Benefit Plans

Neither the Class Settlement nor any amounts paid under the Class Settlement will modify any previously credited hours, days, or weeks of service under any employee benefit plan, policy or bonus program sponsored by Defendants. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendants' sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendants' benefit plan, policy, or bonus program. Defendants retain the right to modify the language of their benefits plans, policies, and bonus programs to reflect this intent and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "weeks worked," "weeks paid," "weeks of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs for purpose of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement. Defendants do not consider the Class Settlement payments "compensation" for purposes of determining eligibility for, or benefit accrual within, any benefit plans, policies, or bonus programs, or any other plan sponsored by Defendants.

5.7. Class Attorney Fees and Expenses

As part of the motion for final approval of the Class Settlement, Class Counsel may apply for an award of Class Attorney Fees and Expenses with the fee portion not to exceed one-third of the Gross Settlement Amount (i.e., $566,666.67) and the award of costs and expenses up to an additional $40,000.00. Defendants agree to not object to any such fee, cost, or expense application in those amounts.

As a condition of this Class Settlement, Class Counsel has agreed to pursue fees only in the manner reflected by this subsection. Any Class Attorney Fees and Expenses awarded by the Court shall be paid from the Gross Settlement Amount prior to arriving at the Net Settlement Amount and shall not constitute payment to any Class Members. If Class Counsel voluntarily reduces the request for Class Attorney Fees and Expenses or the Court's award of Class Attorney Fees and Expenses is less than set forth above, the Net Settlement Amount shall be recalculated to reflect the actual Class Attorney Fees and Expenses awarded.

The Class Attorney Fees and Expenses approved by the Court shall reflect: (a) all work performed and costs and expenses incurred by, or at the direction of, any attorney purporting to represent the Settlement Class through the date of this Settlement Agreement; (b) all work to be performed and costs to be incurred in connection with approval by the Court of the Class Settlement; (c) all work to be performed and costs and expenses, if any, incurred in connection with administering the Class Settlement through the Effective Date and dismissal of the Action with prejudice; and (d) may be based on the "catalyst theory" and/or the "common fund doctrine."

6. <u>Settlement Administration</u>

6.1. Costs and Expenses

All costs and expenses due to the Settlement Administrator in connection with its administration of the Class Settlement, including, but not limited to, providing the Class Notice, locating Class Members, processing Opt Out requests and objections, distributing the portion of the PAGA Payment payable to the LWDA, distributing the portion of the PAGA Payment payable to the members of the PAGA Settlement Class, and calculating, administering and distributing Individual Settlement Amounts to the Class Participants and related tax forms, shall be paid from the Gross Settlement Amount, and is not expected to exceed $18,395.00.

6.2. Payment by Defendants

Defendants shall deposit the Gross Settlement Amount in a lump sum payment plus the employer-side payroll taxes to the Settlement Administrator within twenty-one (21) days of the Effective Date. In no event shall Defendants be obligated to pay or deposit with the Settlement Administrator more than $1,700,000.00 plus the Employer's Taxes, except where the Escalator Provision is triggered.

7. <u>Notice to Class Members and Claims Administration Process</u>

7.1. The Settlement Administrator

The Settlement Administrator will be responsible for: mailing the Class Notice and Share Form to Class Members; posting notice of entry of final order and judgment certifying the Class Settlement and approving this Settlement Agreement; handling inquiries from Class Members concerning the Class Notice; determining Individual Settlement Amounts; determining individual payments to members of the PAGA Settlement Class; maintaining the settlement funds in an appropriate interest-bearing account; preparing, administrating, and distributing

Individual Settlement Amounts to Class Participants; preparing, administrating, and distributing individual payments to members of the PAGA Settlement Class; distributing the portion of the PAGA Payment payable to the LWDA; issuing a final report and performing such other duties as the Parties may direct. Additionally, the Settlement Administrator will handle all tax document preparation and reporting, including state and federal tax forms, if any.

On a weekly basis, the Settlement Administrator will provide reports to Class Counsel and Defense Counsel with summary information updating them as to the number of validated and timely objections and Opt Out requests. The Settlement Administrator will serve on Class Counsel and Defense Counsel via e-mail date-stamped copies of the original Opt Out requests and objections no later than seven (7) days after their receipt. The Settlement Administrator will provide Class Counsel with proof of mailing of the Class Notice, without listing individual Class Member names which the Settlement Administrator will file with the Court at the time Class Counsel files its motion in support of the Court's Final Approval and Fairness Hearing.

No later than thirty (30) days prior to the Final Approval and Fairness Hearing, the Settlement Administrator will compile and deliver to Class Counsel and Defense Counsel a report with summary information regarding: (a) the total amount of final Individual Settlement Amounts of each Class Participant, without any identifying personal information; (b) the number of Class Participants to receive such payments, and (c) the final number of Opt-Outs and objections.

Administrative Expenses are not anticipated to exceed $18,395.00. Prior to the calculation and distribution of the Individual Settlement Amounts, the Settlement Administrator shall calculate the total Administrative Expenses through the conclusion of their services and such actual amount will be deducted from the Gross Settlement Amount prior to the final calculation of the Individual Settlement Amounts.

7.2. Notice to Class Members

Notice shall be provided to Class Members in the following manner: Within fourteen (14) days after the Preliminary Approval Date, Defendants shall provide the Settlement Administrator with an updated list of Class Members and members of the PAGA Settlement Class containing names, social security numbers, dates of employment, last-known addresses, and phone numbers (the "Database"). The Database shall be marked "Confidential – Settlement Administrator's Eyes Only." Class Counsel shall not receive a copy of this list.

Within twenty-eight (28) days following the Preliminary Approval Date, the Settlement Administrator shall determine the number of workweeks worked by each Class Member, populate the data for each Class Member accordingly, and send each Class Member the Class Notice via first-class, United States mail. The Class Notice shall also contain an easily-understood statement alerting the Class Members that, unless they elect to Opt Out of the Class Settlement, the Class Member is releasing and waiving all Released Claims against the Released Parties.

The Class Notice will inform Class Members of their estimated share of the settlement and the number of workweeks they worked during the Class Period. Class Members may dispute their workweeks if they believe they worked more weeks in the Class Period than Defendants' records show by submitting information to the Settlement Administrator no later than forty-five (45) days after being mailed the Class Notice and Share Form by the Settlement Administrator, which is the defined Response Deadline. The Settlement Administrator will jointly work with Plaintiffs and Defendants to resolve the dispute in good faith. If Plaintiffs and Defendants cannot agree over the workweeks to be credited, the Settlement Administrator shall make the final decision based on the information presented by the Class Member and Defendants.

7.3. Opt Out Procedure

Class Members who do not timely Opt Out of the Class Settlement will be deemed to participate in the Class Settlement and shall become Class Participants without having to submit a claim form or take any other action. To Opt Out of the Class Settlement, the Class Member must submit a letter or postcard to the Settlement Administrator by the Response Deadline. The Opt Out request must state the Class Member's name, address, telephone number, and signature. The Opt Out request should state something to the effect of:

"I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *BARRETT ROBENALT, ET AL. V. PERFORMANCE FOOD GROUP,, INC.* LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT HAVE."

Any Opt Out request that is not postmarked by the Response Deadline will be invalid. If prior to the Response Deadline any Class Notice mailed to a Class Member is returned as having been undelivered by the United States Postal Service, the Settlement Administrator shall perform a skip trace search and seek an address correction for such Class Members, and a second Class Notice will be sent to any new or different address obtained.

It will be presumed that, if an envelope containing the Class Notice has not been returned within thirty (30) days of the mailing, the Class Member received the Class Notice. At least thirty (30) days prior to the Final Approval and Fairness Hearing, the Settlement Administrator shall provide Class Counsel and Defense Counsel with a Declaration of Due Diligence and Proof of Mailing with regard to the mailing of the Class Notice and its attempts to locate Class Members. The declaration shall specify the number of Class Members to whom the Class Notice was sent and the number of Class Members to whom the Class Notice was not delivered, as well as information relating to the number of Opt-Outs and objectors. Class Counsel shall file this declaration with the Court.

If the Settlement Administrator determines that an Opt Out request returned by a Class Member before the Response Deadline is deficient, then the Settlement Administrator shall mail a deficiency letter to that Class Member identifying the problem. If a Class Member submits both a dispute and an Opt Out request, the Settlement Administrator shall make reasonable attempts to clarify as if the Opt Out request were deficient. If the Class Member fails to cure the deficiency, the Opt Out request shall be disregarded and the claim will be paid, and the Class Member will become bound by the judgment.

Class Participants will be bound by the Release of Released Claims set forth in the definition of "Released Claims" provided in this Settlement Agreement.

A request to Opt Out of the Class Settlement shall ***not*** serve to exclude the Class Member from participation in the PAGA Settlement Class. Opt-Outs shall still be entitled to their share of the PAGA Payment. Class Members who are also members of the PAGA Settlement Class shall have no right or ability to opt out of the portion of this Settlement Agreement releasing PAGA claims.

7.4. Objection Procedure

The Class Notice shall inform the Class Members of their right to object to the Class Settlement if they do not Opt Out. Any Class Participants who wish to object to the Class Settlement may submit a written objection to the Settlement Administrator no later than the Response Deadline. Only Class Participants may object to the Settlement. The objection should include the case name and number and must set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Class Settlement is not in the best interest of the Settlement Class and the reasons why the Class Settlement should not be approved, including the legal and factual arguments supporting the objection. If an objector also wishes to appear at the Final Approval and Fairness Hearing, in person or through an attorney, they may do so. The Settlement Administrator will promptly serve copies of any objection or notice of intention to appear on Class Counsel and Defense Counsel. Class Members wishing to make an objection may appear at the Final Approval and Fairness Hearing, either in person or through a lawyer retained at their own expense, without first serving a written objection or notice of intention to appear.

7.5. Notice of Final Judgment

Within seven (7) days after the Court has held a Final and Fairness Approval Hearing and entered a final order and judgment certifying the Class for settlement purposes only and approving the Class Settlement, the Settlement Administrator will give notice of judgment to Class Members pursuant to rule 3.771(b) of the California Rules of Court, by posting a copy of said order and final judgment on its website at a web address to be included in the Class Notice.

8. Class Settlement Funding and Distribution

8.1. Allocation of the Gross Settlement Amount

The claims of all Class Members are settled for the Gross Settlement Amount of $1,700,000.00, which will be allocated as follows:

1. The Administrative Expenses, estimated not to exceed $18,395.00;
2. Class Counsel's attorney fees not to exceed $566,666.67;
3. Class Counsel's litigation costs and expenses not to exceed $40,000.00;
4. The Incentive Awards, not to exceed $40,000.00 in total ($10,000 for each Plaintiff);
5. PAGA Payment to LWDA of $75,000.00; and
6. PAGA Payment to PAGA Settlement Members of $25,000.00.

For purposes of calculating the estimated Individual Settlement Amounts, the Settlement Administrator shall calculate the estimated Net Settlement Amount based on the estimated values provided above prior to sending Notice to the Class Members. Prior to final distribution, the Settlement Administrator shall recalculate the final Net Settlement Amount based on the actual values of the amounts in each category.

8.2. Calculation of the Individual Settlement Amounts for Class Participants

Individual Settlement Amounts to be paid to Class Participants shall be paid from the Net Settlement Amount. The portion of the Net Settlement Amount shall be distributed pro rata on a "checks cashed" basis based on the proportional number of weeks worked by each Class Member during the Class Period.

Defendants will provide the Settlement Administrator with any information reasonably necessary to perform the calculation of number of workweeks for each Class Member, and any other reasonably required information the Settlement Administrator requests to perform the calculations required under this Settlement Agreement. Defendants shall have no responsibility for deciding the validity of the Individual Settlement Amounts or any other payments made pursuant to this Settlement Agreement, shall have no involvement in or responsibility for the determination or payment of Employee's Taxes and Required Withholding, and shall have no liability for any errors made with respect to such Employee's Taxes and Required Withholding. Although the Settlement Administrator will calculate and pay the standard Employee's Taxes and Required Withholding on the portion of the Individual Settlement Amounts constituting wages on their behalf, Plaintiffs and Class Participants represent and understand that they shall be solely responsible for any and all tax obligation associated with their respective Individual Settlement Amounts and Incentive Awards.

8.3. Calculation of the Payments for Individual Members of the PAGA Settlement Class

Each member of the PAGA Settlement Class shall be entitled to receive a portion of the PAGA Payment. The PAGA Payment shall consist of the penalties pursuant to PAGA that the Parties have agreed is a reasonable sum to be paid in settlement of the PAGA claims included in the Action, which is $100,000.00. The PAGA Payment is to be approved by the Court pursuant to Labor Code section 2699 and is to be distributed as follows: seventy-five percent (75%) (i.e., $75,000.00) to the LWDA and twenty-five percent (25%) (i.e., $25,000.00) to the PAGA Settlement Class.

The portion of the PAGA Payment allocated to the PAGA Settlement Class shall be distributed to the PAGA Settlement Class based on the pro rata number of pay periods worked by each particular PAGA Settlement Class member during the PAGA Period as a proportion of all pay periods worked by all PAGA Settlement Class members during the PAGA Period. Each member of the PAGA Settlement Class, including Plaintiffs, shall be responsible for the payment of the Employee's Taxes and Required Withholding with respect to their share of the PAGA Payment and shall hold Defendants harmless from any and all liability with regard thereto.

Defendants will provide the Settlement Administrator with any information reasonably necessary to perform the calculation of number of pay periods worked for each PAGA Settlement Class member, and any other reasonably required information the Settlement Administrator requests to perform the calculations required under this Settlement Agreement. Defendants shall have no responsibility for deciding the validity of the individual payment amounts allocated to each member of the PAGA Settlement Class or any other payments made pursuant to this

Settlement Agreement, shall have no involvement in or responsibility for the determination or payment of Employee's Taxes and Required Withholding, and shall have no liability for any errors made with respect to such Employee's Taxes and Required Withholding.

The members of the PAGA Settlement Class shall be solely responsible for any and all tax obligation associated with their respective shares of the PAGA Payment.

8.4. Time for Payment of Attorney Fees and Expenses

The Settlement Administrator shall distribute to Class Counsel any attorney fees and expenses approved by the Court no later than twenty-eight (28) days after the Effective Date.

8.5. Time for Payment of Incentive Award

The Settlement Administrator shall distribute to Plaintiffs the Incentive Award approved by the Court no later than twenty-eight (28) days after the Effective Date.

8.6. Time for Payment of PAGA Payment to the LWDA

The Settlement Administrator shall distribute to the LWDA the portion of the PAGA Payment due to it and approved by the Court no later than twenty-eight (28) days after the Effective Date.

8.7. Time for Payment of Taxes and Required Withholding and Individual Settlement Amounts

The Settlement Administrator shall make every effort to pay the Employee's Taxes and Required Withholding associated with each Class Participant's Individual Settlement Amount and mail the Individual Settlement Amount to each Class Participant, by first-class United States mail, to the last-known address no later than twenty-eight (28) days after the Effective Date. If the Settlement Administrator is not able to do so within the time period set forth above, it shall so inform Class Counsel and Defense Counsel and provide an approximate date by which the Employee's Taxes and Required Withholding shall be paid and the Individual Settlement Amounts will be mailed. Under no circumstances shall the Settlement Administrator distribute checks to Class Participants until all Individual Settlement Amounts have been considered, calculated, and accounted for, and all of the remaining monetary obligations have been calculated and accounted for.

Within two hundred ten (210) days of mailing the Individual Settlement Amounts to Class Participants, the Settlement Administrator shall file with the Court and provide to Class Counsel a declaration of payment. If any Class Participant is deceased, payment shall be made payable to the estate of that Class Member and delivered to the executor or administrator of that estate, unless the Settlement Administrator has received an affidavit or declaration pursuant to California Probate Code section 13101, in which case payment shall be made to the affiant(s) or declarant(s).

8.8. Non-Cashed Settlement Checks

Any funds associated with checks that have not been cashed within one hundred eighty (180) days, will become void and the Individual Settlement Amount associated with the uncashed check will be remitted pursuant to Code of Civil Procedure section 384 to the California State Controller for deposit in the Unclaimed Property Fund in the name of the individual whose check was uncashed. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Civil Procedure Code section 384, as the entire Net Settlement Amount will be paid out to Class Participants, whether or not they all cash their Individual Settlement Amount checks. Therefore, Defendants shall not be required to pay any interest on said amount. For the purposes of determining whether Defendants have met their financial obligation to pay the Individual Settlement Payment, Defendants will be deemed to have fulfilled their obligation upon the mailing of the check to the Class Member, regardless of whether such Class Member subsequently negotiates the check.

8.9. Disputes Regarding Class Member Workweeks Data or Payment of Individual Settlement Shares

Class Member Workweeks and the corresponding Individual Settlement Amount shall be calculated using the employment and payroll records of Defendants, which presumptively shall be deemed to be full, complete, and accurate for purposes of this Settlement Agreement. To overcome that presumption, any Class Member objecting to the accuracy of the number of Workweeks or amount of the Individual Settlement Amount must submit documentary evidence, such as pay stubs or other written employment records, to the Settlement Administrator. Each

Class Member may dispute the number of Workweeks or their estimated Individual Settlement Amount contained on their Class Notice ("Workweeks Dispute"). Any such Workweeks Dispute must be mailed or faxed to the Settlement Administrator by the Class Member, postmarked or fax-stamped on or before the Response Deadline. The Settlement Administrator shall immediately provide copies of all disputes to counsel for Defendants, shall inform Class Counsel of the dispute without disclosing the identity of the Class Member making the dispute, and shall immediately attempt to resolve all such disputes directly with relevant Class Members with the assistance of Defendants, Defense Counsel, and Class Counsel. If the dispute cannot be resolved, it shall be submitted to the Settlement Administrator for its final, non-appealable decision. The Settlement Administrator shall use its best efforts to resolve all such disputes prior to the Effective Date. If, however, a dispute arises or is not resolved until after the Settlement Amount has been distributed, the initial calculation shall stand (as Defendants shall be under no obligation to pay any amounts in excess of the Gross Settlement Amount under this Settlement Agreement).

9. <u>Nullification of This Settlement Agreement</u>

9.1. Non-Approval of this Settlement Agreement

The Class Settlement and conditional class certification shall be considered null and void, and neither the Class Settlement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and all Parties to the Class Settlement shall stand in the same position, without prejudice, as if the Class Settlement had been neither entered into nor filed with the Court, if any of the following occur: (a) the Court should for any reason fail to approve this Settlement Agreement in the form agreed to by the Parties; (b) the Court should for any reason fail to enter a judgment with prejudice of the Action, or (c) the approval of the Class Settlement and judgment is reversed, modified, or declared or rendered void. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in this Settlement Agreement to facilitate approval.

9.2. Parties' Rights to Void Class Settlement; Escalator Provision

If five (5) percent or more members of the Settlement Class timely submit Opt Out requests, Defendants shall have the right (but not the obligation) to void this Settlement

Agreement. Defendants have represented that the actual weeks worked by the Settlement Class through mediation is approximately 135,000. If the number of workweeks is greater than ten (10) percent above that represented by Defendant, then the portion of the Gross Settlement Amount attributable to non-PAGA claims (i.e., the GSA less the PAGA penalties) shall be increased proportionately for each additional Workweek above the ten (10) percent buffer. If this provision is triggered so as to increase the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented.

9.3. Invalidation

Invalidation of any material portion of this Settlement Agreement shall invalidate the Class Settlement in its entirety, unless the Parties subsequently agree in writing that the remaining provisions of the Class Settlement are to remain in full force and effect.

9.4. Stay on Appeal

If a timely appeal from the approval of the Class Settlement and judgment, the judgment shall be stayed, and Defendants shall not be obligated to fund the Gross Settlement Amount or take any other actions required by this Settlement Agreement until all appeal rights have been exhausted by operation of law.

10. Motions for Court Approval

10.1. Preliminary Approval

As soon as practicable after execution of this Settlement Agreement, Class Counsel will submit this Settlement Agreement to the Court along with a Motion for Preliminary Approval of the Class Settlement. Each party shall cooperate to present the Class Settlement to the Court for preliminary approval in a timely fashion.

10.2. Final Approval

The Final Approval and Fairness Hearing shall be held before the Court. At the Final Approval and Fairness Hearing, Plaintiffs shall move the Court for the entry of the final order certifying the Settlement Class for settlement purposes only and approving the Class Settlement as being fair, reasonable, and adequate to the Class Participants within the meaning of California Rules of Court, Rule 3.769, subdivisions (c), (d) and (e), and for the entry of a final judgment of the Action consistent with the terms of the Class Settlement and rule 3.769, subdivision (h), of the California Rules of Court. Class Counsel and Defense Counsel shall submit to the Court such pleadings and/or evidence as may be required for the Court's determination.

11. <u>Releases and Waivers</u>

11.1. Release of Claims by the Settlement Class

Upon the Effective Date, the Releasing Parties shall be deemed to each release the Released Parties, and each of them, of and from any and all Released Claims arising during the Class Period. It is the desire of the Parties and the Releasing Parties to fully, finally, and forever settle, compromise, and discharge the Released Claims. Each of the Releasing Parties, including each Class Participant, will be bound by the release of Released Claims as a result of the Class Settlement and to the terms of the final judgment and the satisfaction of such judgment.

Class Participants will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Action are disputed, and that their Individual Settlement Amount constitutes payment of all sums allegedly due to them. Class Participants will be deemed to have acknowledged and agreed that California Labor Code section 206.5 is not applicable to the Individual Settlement Amount. That section provides in pertinent part as follows:

> "An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

11.2. Release of Claims by Plaintiffs

Plaintiffs, on behalf of themselves and their dependents, heirs and assigns, beneficiaries, devisees, legatees, executors, administrators, agents, trustees, conservators, guardians, personal representatives, and successors-in-interest, whether individual, class, representative, legal, equitable, direct or indirect, or any other type or in any other capacity, shall and do hereby forever release, discharge and agree to hold harmless the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney fees and costs), known or unknown, at law or in equity, which they may now have or may have after the signing of this Settlement Agreement, arising out of or in any way connected with their employment with Defendants, including the Released Claims, claims that were asserted or could have been asserted in the Complaint, and any and all transactions, occurrences, or matters between the Parties occurring prior to the date this Settlement Agreement is fully executed. Without limiting the generality of the foregoing, this release shall include, but not be limited to, any and all claims under: (a) the Americans with Disabilities Act; (b) Title VII of the Civil Rights Act of 1964; (c) the Civil Rights Act of 1991; (d) 42 U.S.C. § 1981; (e) the Age Discrimination in Employment Act; (f) the Fair Labor Standards Act; (g) the Equal Pay Act; (h) the Employee Retirement Income Security Act, as amended; (i) the Consolidated Omnibus Budget Reconciliation Act; (j) the Rehabilitation Act of 1973; (k) the Family and Medical Leave Act; (l) the Civil Rights Act of 1966; (m) the California Fair Employment and Housing Act; (n) the California Constitution; (o) the California Labor Code; (p) the California Government Code; (q) the California Civil Code; and (r) any and all other federal, state, and local statutes, ordinances, regulations, rules, and other laws, and any and all claims based on constitutional, statutory, common law, or regulatory grounds as well as any other claims based on theories of wrongful or constructive discharge, breach of contract or implied contract, fraud, misrepresentation, promissory estoppel, or intentional infliction of emotional distress, negligent infliction of emotional distress, or damages under any other federal, state, or local statutes, ordinances, regulations, rules, or laws. This release is for any and all relief, no matter how denominated, including, but not limited to, back pay, front pay, vacation pay, bonuses, compensatory damages, tortious damages, liquidated damages, punitive damages, damages for pain and suffering, and attorney fees and costs, and Plaintiffs hereby forever release, discharge and agree to hold harmless Defendants and the Released Parties from any and all claims for attorney fees and costs arising out of the matters released in this Settlement Agreement.

Plaintiffs specifically acknowledge that they are aware of and familiar with the provisions of California Civil Code section 1542, which provides as follows:

> "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Plaintiffs, being aware of California Civil Code section 1542, hereby expressly waive and relinquish all rights and benefits they may have under section 1542 as well as any other statutes or common law principles of a similar effect. Plaintiffs may hereafter discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of all the claims referenced herein, but agree that, upon the Effective Date, Plaintiffs shall and hereby do fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, that were asserted or could have been asserted upon any theory of law or equity without regard to the subsequent discovery of existence of such different or additional facts.

11.3. Circular 230 Disclaimer

Each party to this Settlement Agreement (for purposes of this section, the "Acknowledging Party"; and each party to this Agreement other than the Acknowledging Party, an "Other Party") acknowledges and agrees that (1) no provision of this Settlement Agreement, and no written communication or disclosure between or among the parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10); (2) the Acknowledging Party (a) has relied exclusively upon her or its own independent legal and tax advisers for advice (including tax advice) in connection with this Settlement Agreement, (b) has not entered into this Settlement Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

12. <u>Duties of the Parties</u>

12.1. Mutual Full Cooperation

The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement Agreement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by court order or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel, with the cooperation of Defendants and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's final approval of this Settlement Agreement.

12.2. Duty to Support and Defend the Class Settlement

The Parties agree to abide by all of the terms of this Settlement Agreement in good faith and to support the Class Settlement fully and to use their best efforts to defend this Class Settlement from any legal challenge, whether by appeal or collateral attack.

12.3. Duties Prior to Court Approval

Class Counsel shall promptly submit this Settlement Agreement to the Court for preliminary approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Settlement Agreement, Class Counsel shall apply to the Court for the entry of a preliminary order scheduling a hearing on the question of whether the proposed Class Settlement should be approved as fair, reasonable, and adequate as to the Class Members, approving as to form and content the proposed Class Notice, and directing the mailing of the Class Notice to Class Members. While Defendants can reserve their right to object to facts or assertions made in the moving papers, Defense Counsel shall file a notice of non-opposition to the granting of the motion for preliminary approval or join in the motion.

13. <u>Miscellaneous Provisions</u>

13.1. Voiding this Settlement Agreement

Pending Court approval and other than as provided herein, if any of the conditions set forth in this Settlement Agreement are not met and satisfied, this Settlement Agreement may, at the option of either Plaintiffs or Defendants, be ineffective, void, and of no further force and effect, and may not be used or be admissible in any subsequent proceeding, either in this Court or in any other court or forum. If either Party decides to void the Settlement Agreement, then the Settlement Agreement and conditional class certification shall be considered void, and neither the Settlement Agreement, conditional class certification, nor any of the related negotiations or proceedings, shall be of any force or effect, and the Parties shall stand in the same position, without prejudice, as if this Settlement Agreement had been neither entered into nor filed with the Court. Should any Party choose to void the Class Settlement under this subsection, such Party shall be responsible for all Settlement Administrator fees and costs actually incurred.

13.2. Different Facts

The Parties acknowledge that, except for matters expressly represented herein, the facts in relation to the dispute and all claims released by the terms of this Settlement Agreement may turn out to be different from the facts now known by each party and/or its counsel, or believed by such Party or counsel to be true, and each Party therefore expressly assumes the risk of the existence of different or presently unknown facts, and agrees that this Settlement Agreement shall be in all respects effective and binding despite such difference.

13.3. No Prior Assignments

The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged except as set forth herein.

13.4. Non-Admission

Nothing in this Settlement Agreement shall be construed as or deemed to be an admission by any Party of any liability, culpability, negligence, or wrongdoing toward any other Party, or any other person, and the Parties specifically disclaim any liability, culpability, negligence, or wrongdoing toward each other or any other person. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Nothing herein shall constitute any admission by Defendants of wrongdoing or liability, or of the truth of any factual allegations in the Action. Nothing herein shall constitute any admission by Defendants regarding the merits of the Claims in this Action, including but not limited to claims for unpaid wages or violations under California or federal law. Nothing herein shall constitute an admission by Defendants that the Action was properly brought as a class or representative action other than for settlement purposes. To the contrary, Defendants have denied and continue to deny each and every material factual allegation and all Claims. To this end, the Class Settlement of the Action, the negotiation and execution of this Settlement Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement Agreement or the Class Settlement are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendants or of the truth of any of the factual allegations in the Complaint in the Action; and are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendants in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal.

13.5. Non-Evidentiary Use

Neither this Agreement nor any of its terms, nor any statements or conduct in the negotiation or drafting of it, shall be offered or used as evidence by Plaintiffs, any Class Member (including any individual who requested to be excluded from the Settlement Class), Defendant, or its, her, his, or their respective counsel, in the Action, except as is reasonably necessary to effectuate the Settlement Agreement's purpose and terms. This Settlement Agreement may, however, be used by Defendants and the Released Parties to prove or defend against any claim released herein by any Class Member in any judicial, quasi-judicial, administrative, or governmental proceeding.

13.6. Media or Press

Plaintiffs and Defendant, and their respective counsel, recognize, accept, and agree that the Parties to this Settlement Agreement desire that the terms of this Settlement Agreement, the fact of the Class Settlement embodied in this Settlement Agreement, the disposition of the Action, the Action, and all matters relating to the litigation of the Action, including discovery proceedings therein, and evidence obtained during the course of the Action, shall not be discussed with or presented to the media or press.

13.7. Non-Retaliation

Defendants understand and acknowledge that they have a legal obligation to not retaliate against any Class Member who elects to participate in the Class Settlement or elects to Opt Out of the Class Settlement. Defendants will refer any inquiries regarding this Class Settlement to the Settlement Administrator or Class Counsel and will not discourage Class Members who are employees, directly or indirectly, from making claims, opting out, or objecting to the Class Settlement. None of the Parties, or their respective attorneys or agents, shall solicit or encourage any Class Members, directly or indirectly, to Opt Out of the Class Settlement.

13.8. Construction

The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arms-length, non-collusive negotiations between the Parties and that this Settlement Agreement is not to be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Settlement Agreement. If any of the dates in this Settlement Agreement fall on a weekend, bank or court holiday, the time to act shall be extended to the next business day.

13.9. Governing Law

This Settlement Agreement is intended to and shall be governed by the laws of the State of California, without regard to conflict of law principles, in all respects, including execution, interpretation, performance, and enforcement.

13.10. Notices

Except for Class Member notices required to be made by the Settlement Administrator, all notices or other communications required or permitted under this Settlement Agreement shall be in writing and shall be sufficiently given if delivered in person to the party or their counsel by U.S. certified mail, postage prepaid, e-mail, facsimile, or overnight delivery addressed to the address of the party appearing in this Settlement Agreement.

13.11. Captions and Interpretations

Section titles or captions contained herein are inserted as a matter of convenience and for reference only and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision thereof.

13.12. Modification

This Settlement Agreement may not be changed, altered, or modified, except in writing signed by the Parties or the Parties' counsel on their behalf. If preliminary or final approval of this Settlement Agreement has been granted by the Court, then any such amendments or modifications to this Settlement Agreement shall be approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

13.13. Integration Clause

This Settlement Agreement contains the entire agreement between the Parties relating to the Class Settlement of the Action and the transactions contemplated thereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, and whether by a party or such party's legal counsel, are hereby superseded. No rights under this Settlement Agreement may be waived except in writing as provided above.

13.14. Successors and Assigns

This Settlement Agreement shall be binding on and inure to the benefit of the Parties and Class Members (excluding only persons who timely Opt Out) and their respective present and former heirs, trustees, executors, administrators, representatives, officers, directors, shareholders, agents, employees, insurers, attorneys, accountants, auditors, advisors, consultants, pension plans, welfare benefit plans, fiduciaries, parent companies, subsidiaries, affiliates, related companies, joint ventures, predecessors, successors, and assigns.

13.15. Corporate Signatories

Any person executing this Settlement Agreement or any such related document on behalf of a corporate signatory or on behalf of a partnership hereby warrants and promises, for the benefit of all Parties hereto, that such person has been duly authorized by such corporation or partnership to execute this Settlement Agreement or any such related document.

13.16. Execution in Counterparts

This Settlement Agreement shall become effective upon its execution by all of the undersigned. The Parties may execute this Settlement Agreement in counterparts, and execution of counterparts shall have the same force and effect as if all Settling Parties had signed the same instrument.

13.17. Attorney Fees, Costs, and Expenses

Except as otherwise specifically provided for herein, each party shall bear her or its own attorney fees, costs, and expenses, taxable or otherwise, incurred by them in or arising out of the Action and shall not seek reimbursement thereof from any other party to this Settlement Agreement.

13.18. Action to Enforce Agreement

In any suit or court action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover her or its attorney fees and costs.

14. <u>Execution</u>

The Parties and their counsel have executed this Settlement Agreement on the date below their signatures or the signature of their representatives. The date of this Settlement Agreement shall be the date of the latest signature.

Approval and Execution by Parties

PLAINTIFFS/CLASS REPRESENTATIVES:

Dated: 7/28/2025

DocuSigned by:
FDE454FF400E4B7...

Barrett Robenolt
Plaintiff and Class Representative

Dated: ____________________

Joseph Sewell III
Plaintiff and Class Representative

Dated: ____________________

Arjenis E. Corona
Plaintiff and Class Representative

Dated: ____________________

Darrius Vance
Plaintiff and Class Representative

DEFENDANT:

Dated: ____________________

Edward M. Eakin III, VP, Deputy General Counsel for Defendants, Performance Food Group, Inc. and Core-Mark International, Inc.

[**COUNSEL SIGNATURE ON FOLLOWING PAGE**]

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Approval and Execution by Parties

PLAINTIFFS/CLASS REPRESENTATIVES:

Dated: ____________________

Barrett Robenolt
Plaintiff and Class Representative

Dated: 7/24/2025

Signed by:
D05F169F0058455...
Joseph Sewell III
Plaintiff and Class Representative

Dated: ____________________

Arjenis E. Corona
Plaintiff and Class Representative

Dated: ____________________

Darrius Vance
Plaintiff and Class Representative

DEFENDANT:

Dated: ____________________

Edward M. Eakin III, VP, Deputy General Counsel for Defendants, Performance Food Group, Inc. and Core-Mark International, Inc.

[**COUNSEL SIGNATURE ON FOLLOWING PAGE**]

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Approved as to Form by Counsel

Dated: 7/31/2025

Larry Lee
Edward Choi
Dennis Hyun
Counsel for Plaintiffs

Dated: ____________________

David Bibiyan
Vedang Patel
Counsel for Plaintiffs

Dated: ____________________

Philip J. Azzara
Counsel for Defendants

PROOF OF SERVICE
(CCP §§1013(a) and 2015.5)

I, the undersigned, am at least 18 years old and not a party to this action. I am employed in the County of Orange with the law offices of Fisher & Phillips LLP and its business address is 2050 Main Street, Suite 1000, Irvine, California 92614.

On the below date, I served the following document(s) **[TITLE]** on the person(s) listed below by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

SEE ATTACHED SERVICE LIST

☐ **[by MAIL]** - I enclosed the document(s) in a sealed envelope or package addressed to the person(s) whose address(es) are listed above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in Irvine California, in a sealed envelope with postage fully prepaid.

☐ **[by OVERNIGHT DELIVERY]** - I enclosed the document(s) in an envelope or package provided by an overnight delivery carrier and addressed to the person(s) at the address(es) listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight carrier.

☐ **[by ELECTRONIC SERVICE]** - Based on a court order or an agreement of the parties to accept service by electronic transmission, I electronically served the document(s) to the person(s) at the electronic service address(es) listed above.

☐ **[by PERSONAL SERVICE]** - I caused to be delivered by messenger such envelope(s) by hand to the office of the addressee(s). Such messenger is over the age of eighteen years and not a party to the within action and employed with ASAP Legal Solution Attorney Services LLC, whose business address is 404 W. 4th Street, Suite B, Santa Ana, CA 92701.

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

Executed [Date] , at Irvine, California.

______________________________ By: ______________________________
Print Name Signature

SERVICE LIST

Larry W. Lee DIVERSITY LAW GROUP, P.C. 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 T: 213-488-6555 / F: 213-488-6554	Attorneys for PLAINTIFF and the CLASS lwlee@diversitylaw.com
Kelsey A. Webber Shaelyn A. Stewart WEBBER & EGBERT EMPLOYMENT LAW, P.C. 1610 R Street, Suite 300 Sacramento, CA 95811 T: 916-588-0683	Attorneys for PLAINTIFF and the CLASS Kelsey.webber@webberlawgroup.com Shaelyn.stewart@webberlawgroup.com
Edward W. Choi LAW OFFICES OF CHOI & ASSOICATES 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 T: 213-381-1515 / F: 213-465-4885	Attorneys for PLAINTIFF and the CLASS Edward.choi@choiandassocaites.com
Dennis S. Hyun HYUN LEGAL, APC 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 T: 213-488-6555 / F: 213-488-6554	Attorneys for PLAINTIFF and the CLASS dhyun@hyunlegal.com

EXHIBIT 1

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

Barrett Robenolt, et al. v. Performance Food Group, Inc., et al.
County of Sacramento Superior Court, Case No. 23CV002011

THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.

To:	**All current and former non-exempt warehouse employees who were employed by Core-Mark International, Inc. in the state of California, at any time from November 1, 2020, through December 31, 2024 ("Class Members").**

BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Barrett Robenolt, a former employee of Core-Mark International, Inc., on May 19, 2023. Joseph Sewell, Arjenis Corona, and Darrius Vance (collectively with Mr. Robenolt, "Plaintiffs"), all of whom are also former employees of Defendant, thereafter joined the lawsuit as additional plaintiffs. A Second Amended Complaint consolidating all of the claims was filed on May 9, 2025. The case is currently pending in the Sacramento County Superior Court, Case No. 23CV002011.

The lawsuit claims that Core-Mark International, Inc. and Performance Food Group, Inc. (collectively "Defendants") allegedly violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendants failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, and maintained unfair business practices. The settlement also seeks to recover penalties pursuant to the California Private Attorneys General Act ("PAGA"). The lawsuit claims that the Defendants violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution.

Defendants deny all alleged violations and deny that they owe Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case, the Plaintiffs), sue on behalf of people who appear to have similar claims (in this case all individuals who were employed by Core-Mark International, Inc. in the state of California as a non-exempt warehouse employee at any time from November 1, 2020, through December 31, 2024. All these people are referred to here as "Class Members." In a class action lawsuit, one court resolves the issues for all class members, except for those who exclude themselves from the class. The Sacramento County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendants. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement"). On August 15, 2025, the Court granted preliminary approval of the Settlement, appointed Plaintiffs as the Class

Representatives, and appointed Plaintiffs' attorneys ("Class Counsel") as counsel for the Class Members. The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement within the range of reasonableness that could be approved. A final determination on whether to approve the settlement will be made at the hearing on August 15, 2025. The Class Representatives and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Core-Mark International, Inc. as a non-exempt warehouse employee in the state of California at any time between November 1, 2020, and December 31, 2024 (the "Class Period").

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendants will pay a maximum of One Million, Seven Hundred Thousand Dollars and Zero Cents ($1,700,000.00) (the "Gross Settlement Amount"). This includes all costs and attorneys' fees for Class Counsel.

The "Net Settlement Amount" is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

A. **Attorneys' Fees to Class Counsel** not to exceed One-Third (1/3) of the Gross Settlement Amount or Five Hundred and Sixty-Six Thousand, Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents ($566,666.67);

B. **Litigation Costs/Expenses to Class Counsel** not to exceed Forty Thousand Dollars and Zero Cents ($40,000);

C. **Incentive Payment to the Class Representative** in an amount not to exceed Ten Thousand Dollars and Zero Cents for each Class Representative ($10,000.00);

D. **Settlement Administration Costs** which are currently estimated to be Eighteen Thousand Three Hundred Ninety Five Dollars and Zero Cents ($18,395.00); and

E. **PAGA Payment** in the amount of One Hundred Thousand Dollars and Zero Cents ($100,000.00) for the settlement of claims arising under the Private Attorney's General Act of 2004 (PAGA). Seventy-five percent (75%) of this amount, ($75,000.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) ($25,000.00) will be distributed to the non-exempt warehouse employees who worked for Core-Mark from May 18, 2022, to December 31, 2024 (the "PAGA Period"), for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your "Individual Settlement Payment" will be determined on a *pro rata* basis, based on the number of weeks you worked in California as a non-exempt warehouse employee of Core-Mark International, Inc. from November 1, 2020, through December 31, 2024 (your "Workweeks"). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

The damages portion of your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest, and forty percent (40%) penalties. The PAGA portion of your Individual Settlement

Payment will be allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on an IRS form W-2. Employer-side payroll taxes shall be paid separately from, and in addition to, the Gross Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX Workweeks during the Class Period. The damages portion of your Individual Settlement Payment is estimated to be $XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted, if any.

You worked XXX pay periods during the PAGA Period. The PAGA portion of your Individual Settlement Payment is estimated to be $XXX.XX.

This amount(s) was determined based on Defendants' record of your employment between November 1, 2020 and December 31, 2024, and is presumed correct. If you dispute the accuracy of Defendants' records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

Phoenix Settlement Administrators
[INSERT ADDRESS AND TELEPHONE NUMBER]

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendants, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Claims" that arose during the "Class Period."

The "Released Parties" include Defendants and all of Defendants' respective present or former parent companies, subsidiary companies and affiliates, and officers, directors, board members, insurers, employees, partners, shareholders, attorneys, agents, and any other successors, assigns, or legal representatives.

The "Released Class Claims" include those claims based on the factual allegations set forth in the Complaint, which arose during the Class Period, including claims for: (1) failure to pay minimum and overtime wages in violation of California Labor Code sections 201-204, 510, 558, 1194, 1197, and 1197.1; (2) failure to provide meal periods in violation of California Labor Code sections 226.7 and 512; (3) failure to provide rest periods in violation of California Labor Code section 226.7; (4) failure to provide accurate itemized wage statements in violation of Labor Code section 226(a); (5) violation of California Business & Professions Code section 17200, et seq.; (6) failure to provide vested vacation benefits in violation of Labor Code section 227.3; (7) failure to indemnify in violation of California Labor Code section 2802; (8) waiting time penalties pursuant to California Labor Code sections 201-203; (9) failure to timely pay wages pursuant to California Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 210, and 1197.5. The "Class Period" during which the release of Released Claims pertains is from November 1, 2020, to December 31, 2024.

The "PAGA Released Claims" " shall mean those claims for Civil Penalties under the Private Attorneys General Act of 2004 for violation of California Labor Code sections 201-204, 210, 226.3, 226.7, 510, 512, 558, 1174.5, 1194, 1197, 1197.1, and 2699 predicated on the factual allegations set forth in the Complaint and PAGA notices, which arose during the PAGA Period, including claims for: (1) failure to pay minimum and overtime wages in violation of California Labor Code sections 201-204, 510, 558, 1194, 1197, and 1197.1; (2) failure to provide meal periods in violation of California Labor Code sections 226.7 and 512; (3) failure to provide rest periods in violation of California Labor Code section 226.7; (4) failure to provide accurate itemized wage statements in violation of Labor Code section 226(a); (5) violation of California Business & Professions Code section 17200, et seq.; (6) failure to provide vested vacation benefits in violation of Labor Code section 227.3; (7) failure to indemnify in violation of California Labor Code section 2802; (8) waiting time penalties pursuant to California Labor Code sections 201-203; and (9) failure to timely pay wages pursuant to California Labor Code sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 210, and 1197.5. The PAGA Period during which the release of Released Claims pertains is from May 18, 2022 to December 31, 2024.

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendants with respect to the Released Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. <u>If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the request for exclusion does not apply to the PAGA claim.</u>

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims (other than the Released PAGA Claims), you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must include a clear statement that you do not wish to be included in this action.

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. <u>You cannot exclude yourself by phone</u>.

Phoenix Settlement Administrators
[INSERT ADDRESS AND TELEPHONE NUMBER]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will <u>not</u> be legally bound by the release of Released Claims (other than the PAGA claim).

You may be able to sue Defendants and/or the Released Parties or continue any suit you have pending against Defendants or the Released Parties, regarding the Released Claims (other than the PAGA claim).

9. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendants and Released Parties for the Released Claims. If you have a pending lawsuit involving the Released Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No. (Except if you worked between May 18, 2022, and December 31, 2024, in which case you will still receive the portion of your Individual Settlement Payment attributable to the PAGA claim). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved ------ as Class Counsel. The firm's contact information is:

Larry W. Lee (State Bar No. 228175)
lwlee@diversitylaw.com
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Edward W. Choi, Esq. (SBN 211334)
LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885
Email: edward.choi@choiandassociates.com

Kelsey A. Webber, State Bar No. 303721
Kelsey.Webber@webberlawgroup.com
Shaelyn A. Stewart, State Bar No. 335149
Shaelyn.Stewart@webberlawgroup.com
WEBBER & EGBERT EMPLOYMENT LAW, P.C.
1610 R Street, Suite 300
Sacramento, CA 95811
Telephone: (916) 588-0683

William L. Marder, Cal Bar No. 170131
bill@polarislawgroup.com
POLARIS LAW GROUP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: 831.531.4214
Facsimile: 831.634.0333

Dennis S. Hyun (SBN 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

BIBIYAN LAW GROUP, P.C.
David D. Bibiyan (Cal. Bar No. 287811)
david@tomorrowlaw.com
Katherine Willis (Cal. Bar No. 345772)
kate@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Class Counsel will ask the Court for attorneys' fees of up to $566,666.67 and reimbursement of litigation cost/expenses of up to $40,000.00. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement

Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold the Final Approval Hearing at _______ a.m./p.m. on [_______________, 2025], in Department 22 of the Sacramento Superior Court, located at 720 9th Street, Sacramento, California 95814.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish.

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at www.__________com

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendants or Released Parties about the Released Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by (1) visiting the Settlement Administrator's website at _______________; (2) by contacting the Settlement Administrator or Class Counsel or (3) online on the Superior Court of California, County of Sacramento's Electronic Filing and Service Website at https://www.saccourt.ca.gov, or in person at Superior Court of California, County of Sacramento, 720 9th Street, Sacramento, California 95814, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes ?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE