



1           3.       On March 29, 2019, Kawai-Way filed a complaint against Ralphs in San Bernardino  
2 Superior Court entitled *Susan E. Kawai-Way v. Ralphs Grocery Company*, Case No. CIVDS1909557 (the  
3 “*Kawai-Way Action*”). Kawai-Way’s purported PAGA group consists of Ralphs division associates since  
4 January 23, 2018.

5           4.       On April 2, 2019, McCorkle filed a complaint against defendants Ralphs and Food 4 Less  
6 of California, Inc. in San Diego Superior Court entitled *Angela McCorkle v. Ralphs Grocery Company, et*  
7 *al.*, Case No. 37-2019-00017091-CU-OE-CTL (the “*McCorkle Action*”). McCorkle purports to be suing  
8 on behalf of non-exempt Food 4 Less division associates since January 27, 2018.

9           5.       Contreras filed two separate lawsuits against Ralphs: a putative class action and a PAGA  
10 action. Contreras’s putative class action was filed on July 23, 2019 in Los Angeles Superior Court,  
11 entitled *Giselle Contreras v. Ralphs Grocery Company*, Case No. 19STCV25576 (the “*Contreras I*  
12 *Action*”). Contreras asserts these claims on behalf of a putative class of all current and former Ralphs  
13 division associates since July 23, 2015.

14           6.       Contreras’s PAGA action was filed in Los Angeles Superior Court on December 20,  
15 2019, entitled *Giselle Contreras v. Ralphs Grocery Company*, Case No. 19STCV46030 (the “*Contreras II*  
16 *Action*”). On February 15, 2022, Contreras submitted an amended PAGA notice to the LWDA.  
17 *Contreras II* purports to be brought on behalf of all current and former Ralphs division associates since  
18 October 16, 2019.

19           7.       Defendant denies all of the allegations in all of the Actions (defined below) and has  
20 asserted a number of affirmative defenses as to each of them.

21           8.       On August 18, 2020, Bechere filed a Petition for Coordination (“*Petition*”) of the *Bechere*  
22 *Action*, *Kawai-Way Action*, and *McCorkle Action*. On March 3, 2021, the *Petition* was granted,  
23 coordinating all three actions. The coordinated action—JCCP No. 5131—was assigned to Alameda  
24 Superior Court. On May 5, 2021, the Coordination Trial Judge granted an add-on petition to add three  
25 additional cases to JCCP No. 5131: the *Rodriguez Action*, the *Contreras II Action*, and an action entitled  
26 *Carlos Daniel Torres v. Ralphs Grocery Company, et al.*, Los Angeles Superior Court Case No.  
27 20STCV12856 (filed Apr. 1, 2020), that has since been dismissed. On March 8, 2022, the Coordination  
28 Trial Judge granted an add-on petition to add one additional case to JCCP No. 5131, entitled *Mildred*

1 *Samano v. Ralphs Grocery Company*, Los Angeles County Superior Court Case No. 20STCV08233 (filed  
2 Feb. 26, 2020).

3 9. The *Contreras I* action is currently pending in the complex division of the Los Angeles  
4 Superior Court before Judge Kenneth Freeman and is not a part of the coordinated proceedings.

5 10. On March 9, 2022, the parties to the *Bechere* Action, *Kawai-Way* Action, *McCorkle*  
6 Action, *Rodriguez* Action, and *Contreras II* Action, along with the parties to the *Contreras I* putative class  
7 action, participated in a mediation session with experienced employment law mediator Antonio Piazza.

8 11. In connection with the anticipated mediation, Plaintiffs asked Ralphs for extensive  
9 informal discovery, including production of time and pay records for its non-exempt Ralphs division and  
10 Food 4 Less/Foods Co division employees in California during the relevant periods. In advance of the  
11 mediation, Ralphs provided relevant policy documents, collective bargaining agreements, sample wage  
12 statements, and redacted time and payroll records for Ralphs division employees since November 9, 2013  
13 and for Food 4 Less/Foods Co division employees since April 22, 2017. In these and other ways, the  
14 Parties investigated the facts and analyzed the relevant legal issues with regard to the claims in the Actions  
15 and Ralphs's defenses to them. Based on this investigation and analysis, Plaintiffs believe the Actions  
16 have merit, while Defendant believes the Actions have no merit.

17 12. After the March 9 mediation before mediator Antonio Piazza, a global resolution of the  
18 Actions in their entirety was reached when all Parties accepted the Mediator's proposal. The Mediator's  
19 proposal was memorialized in a Memorandum of Understanding, which was executed on March 9, 2022,  
20 subject to Ralphs's approval, which was confirmed on March 14 and communicated to all Plaintiffs on the  
21 same date.

22 13. The Parties, through their counsel, have engaged in arm's-length negotiations with the  
23 assistance of a respected mediator concerning a resolution of the Actions.

24 14. The Parties have each considered the uncertainties of continued litigation and the benefits  
25 to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated  
26 with the continued prosecution of these Actions and the likely appeals of any ruling in favor of any of the  
27 Plaintiffs or Defendant. It is the Parties' intention and the objection of this Settlement Agreement to avoid  
28

1 the costs of further litigation and trial, and to settle and dispose of, fully and completely and forever, the  
2 claims released herein and described below.

### 3 **DEFINITIONS**

4 The following definitions are applicable to this Settlement Agreement. Definitions contained  
5 elsewhere in this Settlement Agreement will also be effective:

6 15. **“Actions”** means the actions entitled *Armstrong, et al. v. Ralphs Grocery Company*, Case  
7 No. 30-2014-00761239-CU-OE-CXC (Orange County Superior Court); *Bechere v. Ralphs Grocery*  
8 *Company*, Case No. RG18910488 (Alameda County Superior Court); *Contreras v. Ralphs Grocery*  
9 *Company*, Case No. 19STCV25576 (Los Angeles Superior Court) (*Contreras I*); *Contreras v. Ralphs*  
10 *Grocery Company*, Case No. 19STCV46030 (Los Angeles County Superior Court) (*Contreras II*);  
11 *Kawai-Way v. Ralphs Grocery Company*, Case No. CIVDS1909557 (San Bernardino County Superior  
12 Court); and *McCorkle v Ralphs Grocery Company*, Case No. 37-2019-00017091 (San Diego County  
13 Superior Court).

14 16. **“Attorneys’ Fees and Costs”** means attorneys’ fees agreed upon by the Parties and  
15 approved by the Court for Class Counsel’s litigation and resolution of the Actions, and all out-of-pocket  
16 costs incurred and to be incurred by Class Counsel in the Actions, including but not limited to  
17 expert/consultant fees, investigation costs, and costs associated with documenting the Settlement,  
18 providing any notices required as part of the Settlement or Court order, securing the Court’s approval of  
19 the Settlement, administering the Settlement, and obtaining entry of a Judgment approving the Settlement.  
20 Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount,  
21 or Four Million Six Hundred Sixty-One Thousand Six Hundred Sixty-Seven Dollars (\$4,661,667).  
22 Moreover, Class Counsel will request costs up to One Hundred Eighty-Five Thousand Dollars (\$185,000),  
23 subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and  
24 reimbursement of costs as set forth above. The Attorneys’ Fees and Costs shall be split as follows:  
25 24.0625% of the total amount awarded as fees to Capstone Law APC; 24.0625% of the total amount  
26 awarded as fees to GrahamHollis APC; 3.75% of the total amount of fees awarded to Sanford A. Kassel,  
27 APC; 12.03125% of the total amount awarded as fees to Ackermann & Tilajef PC; 12.03125% of the total  
28 amount awarded as fees to Melmed Law Group P.C.; and 24.0625% of the total amount awarded as fees

1 to The Nourmand Law Firm, APC. The cost component of the Attorney' Fees and Costs shall be divided  
2 up and reimbursed to each firm based on the amount of costs actually incurred by each firm listed in this  
3 Paragraph.

4 17. **"Bechere PAGA Notices"** means the PAGA notice submitted to the LWDA by Bechere  
5 on or about April 20, 2018, the amended PAGA notice submitted to the LWDA by Bechere and Barba on  
6 or about May 7, 2020, and the amended PAGA Notice submitted to the LWDA by Bechere, Barba, and  
7 Smith on or about February 9, 2022.

8 18. **"Class Counsel"** means Capstone Law APC; GrahamHollis APC; Sanford A. Kassel,  
9 APC; Ackermann & Tilajef PC; Melmed Law Group P.C.; and The Nourmand Law Firm, APC.

10 19. **"Class Fund"** means the fund equal to exactly one-half (1/2) of the Net Settlement Fund  
11 that will be allocated to Participating Class Members.

12 20. **"Class and PAGA Group List"** means a complete list of all Class Members and PAGA  
13 Members that Defendant will diligently and in good faith compile from its records and provide to the  
14 Settlement Administrator within twenty (20) calendar days after entry of the Preliminary Approval Order  
15 of this Settlement. The Class and PAGA Group List will be formatted in Microsoft Office Excel and will  
16 include each Class Member's and PAGA Member's full name; most recent known mailing address and  
17 telephone number; Social Security Number; dates of employment; the respective number of Pay Periods  
18 during which each Class Member worked during the Class Period; and the respective number of Pay  
19 Periods during which each PAGA Member worked during the applicable PAGA Period.

20 21. **"Class Member(s)"** or **"Settlement Class"** means all current and former non-exempt  
21 hourly employees of Defendant working in Ralphs division stores in California from July 23, 2015 to  
22 March 9, 2022.

23 22. **"Class Period"** means the period from July 23, 2015 to March 9, 2022, relevant to the  
24 *Contreras I* Action.

25 23. **"Consolidated Amended Complaint"** means the consolidated amended complaint filed  
26 in the *Contreras I* Action by Plaintiffs for settlement purposes only, pursuant to the terms set forth in  
27 Paragraph 62, below, a copy of which is attached hereto as Exhibit D.  
28

1           24.    **“Contreras PAGA Notices”** means the PAGA notice submitted to the LWDA by  
2 Contreras on or about July 22, 2019 and the amended PAGA notice submitted to the LWDA by Contreras  
3 on or about February 15, 2022.

4           25.    **“Counsel for Defendant”** means Morrison & Foerster LLP (counsel for Ralphs in the  
5 *Bechere* Action, the *Kawai-Way* Action, and counsel for Ralphs and Food 4 Less of California, Inc. in the  
6 *McCorkle* Action) and Reed Smith LLP (counsel for Ralphs in the *Contreras I* Action, the *Conteras II*  
7 Action, and the *Rodriguez* Action).

8           26.    **“Court”** means the Los Angeles County Superior Court.

9           27.    **“Defendant”** means Defendant Ralphs Grocery Company.

10          28.    **“Effective Date”** means either (i) the sixty-first (61) calendar day after the entry of the  
11 Final Approval Order and Judgment, if no motions for reconsideration and no appeals or other efforts to  
12 obtain review have been filed, or (ii) in the event that a motion for reconsideration, an appeal, or other  
13 effort to obtain review of the Final Approval Order and Judgment, the date sixty (60) days after such  
14 reconsideration, appeal, or other effort to obtain review has been finally dismissed and is no longer subject  
15 to review, whether by appeal, petition for rehearing, petition for review, or otherwise. In this regard, it is  
16 the intention of the Parties that the Settlement shall not become effective until the Court’s order approving  
17 the Settlement has become final, and there is no timely recourse by an appellant or challenger who seeks to  
18 contest the Settlement.

19          29.    **“Enhancement Payments”** means the amounts to be paid to Plaintiffs in recognition of  
20 their effort and work in prosecuting the Actions, and for their general release of claims. Subject to the  
21 Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all  
22 appeals, Plaintiffs will request Court approval of Enhancement Payments not in excess of Fifteen  
23 Thousand Dollars (\$15,000), each, to Bechere, Kawai-Way, McCorkle, Rodriguez, Contreras, and Smith,  
24 and Five Thousand Dollars (\$5,000) to Barba.

25          30.    **“Final Approval”** means the date on which the Court enters an order granting final  
26 approval of the Settlement Agreement.

1           31.    **“Final Approval Order and Judgment”** or **“Judgment”** means the order and judgment  
2 to be issued and entered by the Court upon granting final approval of the Settlement and this Agreement as  
3 binding upon the Parties and the PAGA Members and Participating Class Members.

4           32.    **“Final Fairness Hearing”** means the hearing to be requested by Plaintiffs and conducted  
5 by the Court after the filing by Plaintiffs of an appropriate motion and following appropriate notice to the  
6 Class Members, at which time Plaintiffs shall request that the Court finally approve the fairness,  
7 reasonableness, and adequacy of the terms and conditions of the Settlement, enter the Final Approval  
8 Order and Judgment, and take other appropriate action.

9           33.    **“Gross Settlement Amount”** means the maximum total amount that Defendant shall be  
10 required to pay, exclusive of its share of Withholdings and Taxes, for any and all purposes under this  
11 Settlement Agreement. The Gross Settlement Amount shall be Thirteen Million Nine Hundred Eighty-  
12 Five Thousand Dollars (\$13,985,000), to be paid by Defendant in full satisfaction of all Released Class  
13 Claims and Released PAGA Claims. The following shall be paid from the Gross Settlement Amount  
14 pursuant to the Plan of Allocation set forth in Paragraphs 72-74 below: (1) all Individual Settlement  
15 Payments, (2) Attorneys’ Fees and Costs, (3) Enhancement Payments, (4) PAGA Settlement Amount, and  
16 (5) Settlement Administration Costs. In no event will Defendant be liable for more than the Gross  
17 Settlement Amount, except as to its share of Withholdings and Taxes arising from the Individual  
18 Settlement Payments. There will be no reversion of the Gross Settlement Amount to Defendant.  
19 Defendant will be separately responsible for any employer payroll taxes required by law, including the  
20 employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement  
21 Amount.

22           34.    **“Individual Settlement Payment”** means each Participating Class Member’s and  
23 PAGA Member’s respective shares of the Class Fund and PAGA Fund.

24           35.    **“Kawai-Way PAGA Notice”** means the PAGA notice submitted to the LWDA by  
25 Kawai-Way on or about January 23, 2019.

26           36.    **“McCorkle PAGA Notices”** means the PAGA notice submitted to the LWDA by  
27 McCorkle on or about January 22, 2019 and the amended PAGA notice allegedly submitted to the LWDA  
28 by McCorkle on or about August 24, 2021.

1           37.     **“Net Settlement Fund”** means the portion of the Gross Settlement Amount remaining  
2 after deducting the Attorneys’ Fees and Costs, the Enhancement Payments, and Settlement Administration  
3 Costs. Exactly one-half (1/2) of the Net Settlement Fund will be allocated to Participating Class Members,  
4 and the remaining one-half (1/2) will be allocated to the PAGA Settlement Amount. There will be no  
5 reversion of the Net Settlement Fund to Defendant.

6           38.     **“Notice of Objection”** means a Class Member’s valid and timely written objection to the  
7 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector’s full  
8 name, signature, address, and telephone number, (ii) a written statement of all grounds for the objection  
9 accompanied by any legal support for such objection; (iii) copies of any papers, briefs, or other documents  
10 upon which the objection is based; and (iv) a statement whether the objector intends to appear at the Final  
11 Fairness Hearing.

12           39.     **“Notice Packet”** means the Notice of Class Action Settlement to be mailed to Class  
13 Members, substantially in the form attached as Exhibit A hereto.

14           40.     **“PAGA Fund”** means the sum equal to exactly Twenty-Five Percent (25%) of the  
15 PAGA Settlement Amount that will be paid to all PAGA Members.

16           41.     **“PAGA Members”** means: (i) all current and former non-exempt hourly employees of  
17 Defendant working in Ralphs division stores in the State of California at any time during the period from  
18 November 9, 2013 to March 9, 2022 (“Ralphs PAGA Members”); and (ii) all current and former non-  
19 exempt hourly employees of Defendant working in Food 4 Less/Foods Co division stores in the State of  
20 California at any time during the period from April 22, 2017 to March 9, 2022 (“Food 4 Less PAGA  
21 Members”).

22           42.     **“PAGA Notices”** means the Bechere PAGA Notices, the Contreras PAGA Notices, the  
23 Kawai-Way PAGA Notice, the McCorkle PAGA Notices, and the Rodriguez PAGA Notice.

24           43.     **“PAGA Period”** means the period from: (i) November 9, 2013 to March 9, 2022 for  
25 Ralphs PAGA Members; and (ii) April 22, 2017 to March 9, 2022 for Food 4 Less PAGA Members.

26           44.     **“PAGA Settlement Amount”** means the sum equal to exactly one-half (1/2) of the Net  
27 Settlement Fund, which is the sum that the Parties have agreed to pay to the LWDA and PAGA Members  
28



1 in connection with Plaintiffs' claims under the Labor Code Private Attorneys General Act of 2004 (Lab.  
2 Code, §§ 2698, et seq., "PAGA").

3 45. **"Parties"** means Plaintiffs and Defendant collectively.

4 46. **"Participating Class Members"** means all Class Members who do not submit timely  
5 and valid Requests for Exclusion.

6 47. **"Pay Period(s)"** means the number of pay periods during which each Class Member  
7 worked during the Class Period, and the number of pay periods during which each PAGA Member  
8 worked during the applicable PAGA Period. Pay Periods shall be calculated according to Defendant's  
9 records.

10 48. **"Plaintiffs"** means Plaintiffs Tiffany Bechere, Amber Barba, Susan Kawai-Way, Angela  
11 McCorkle, Amy Rodriguez, Giselle Contreras, and Monica Smith.

12 49. **"Plan of Allocation"** means the manner in which the Class Fund shall be allocated to  
13 Participating Class Members and the manner in which the PAGA Fund shall be allocated to PAGA  
14 Members, as specified in Paragraph 72 below.

15 50. **"Preliminary Approval"** or **"Preliminary Approval Order"** means the order in which  
16 the Court grants preliminary approval of the Settlement Agreement, which shall, among other things,  
17 provisionally certify the Settlement Class for purposes of this Settlement only; determine that Contreras  
18 adequately represents the Settlement Class and shall be its class representative; appoint Class Counsel as  
19 counsel for the Settlement Class; approve CPT Group, Inc. as the Settlement Administrator; approve the  
20 content and distribution of the Class Notice to the Class Members; set the Response Deadline and the  
21 deadline for submitting a Notice of Objection to the Settlement; and set the date of the Final Fairness  
22 Hearing, as contemplated in Paragraph 94 of this Settlement Agreement.

23 51. **"Preliminary Approval Date"** means that date upon which the Court enters the  
24 Preliminary Approval Order.

25 52. **"Released Class Claims"** means all claims, rights, demands, debts, liabilities, obligations,  
26 damages, and actions or causes of action, whether known or unknown, that: were alleged in the complaints  
27 in the Actions (including the Consolidated Amended Complaint) or PAGA Notices (including any  
28 amended PAGA notices); or were reasonably arising from, or related to, the same set of operative facts

1 alleged in the complaints in the Actions (including the Consolidated Amended Complaint) or PAGA  
2 Notices (including any amended PAGA notices); or could reasonably have been alleged against any of the  
3 Released Parties based on the facts alleged in any of the complaints in the Actions or PAGA Notices  
4 (including the Consolidated Amended Complaint and any amended PAGA notices) or based on any facts  
5 discovered in the course of litigation, including (without limitation): (i) all claims for unpaid minimum  
6 wages (Labor Code §§ 225.5, 1174, 1174.5, 1182.11, 1182.12, 1193.6, 1194, 1194.2, 1197, and 1197.1);  
7 (ii) all claims for unpaid overtime (Labor Code §§ 510, 1194, 1198, and 1199 and Civil Code § 3287); (iii)  
8 all claims for meal period violations (Labor Code §§ 226.7, 512, and 1198 and Civil Code § 3287); (iv) all  
9 claims for rest period violations (Labor Code §§ 226.7 and 1198 and Civil Code § 3287); (vi) all claims  
10 for the failure to timely pay wages upon termination (Labor Code §§ 200, 201, 202, 203, 218, 218.5,  
11 218.6, 1194.2, and 1199 and Civil Code § 3287); (vii) all claims for wage statement violations (Labor  
12 Code §§ 226, 226.3, and 226.7); (viii) all claims for failure to reimburse for necessary business expenses  
13 (Labor Code § 2802); (ix) all claims for the failure to timely pay wages (Labor Code §§ 204 and 210); (x)  
14 all claims for failure to pay reporting time pay (Labor Code § 1198); (xi) all claims for failure to pay split  
15 shift premiums (Labor Code § 1198); (xii) all claims asserted through California Business & Professions  
16 Code sections 17200, *et seq.* based on the alleged Labor Code violations; (xiii) all claims under the Wage  
17 Orders based on the preceding claims; (xiv) all claims under Code of Civil Procedure section 1021.5; and  
18 (xv) all claims for interest, costs, and attorneys' fees. This release shall extend to all such Released Class  
19 Claims that accrued at any time during the Class Period. Expressly excluded from the Released Class  
20 Claims are claims for wages in Workers' Compensation and Unemployment Insurance benefits cases, and  
21 claims for benefits under the Employee Retirement Income Security Act of 1974 (ERISA).

22           53.     **“Released PAGA Claims”** means any and all claims for civil penalties under PAGA  
23 based on the Labor Code violations alleged or that could reasonably have been alleged in each and every  
24 PAGA Notice sent by each Plaintiff to the LWDA based on the facts alleged therein or based on any facts  
25 discovered in the course of the litigation in each of the Actions, including (without limitation) Labor Code  
26 sections 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 223, 225.5, 226, 226.3, 226.7, 246, 248.5, 510,  
27 512, 558, 558.1, 1174, 1174.5, 1182.11, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698,  
28

1 *et seq.*, 2800, and 2802, as well as all facts, theories, or claims for civil penalties that would be considered  
2 administratively exhausted under applicable law by the PAGA Notices Plaintiffs sent the LWDA.

3 54. **“Released Parties”** means Defendant, Food 4 Less of California, Inc., The Kroger Co.,  
4 and each of their respective past or present officers, directors, shareholders, partners (both general and  
5 limited), employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers,  
6 reinsurers, and their respective successors and predecessors in interest, assigns, subsidiaries, affiliates,  
7 divisions, parents, and attorneys, if any, and any other individual or entity which could be liable for any of  
8 the Released Class Claims and/or Released PAGA Claims.

9 55. **“Request for Exclusion”** means a timely written request submitted by a Class Member  
10 to the Settlement Administrator seeking to be excluded from the Settlement Class. The Request for  
11 Exclusion must: (i) set forth the name, address, telephone number and last four digits of the Social Security  
12 Number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be returned to  
13 the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be included in the  
14 Settlement; and (v) be faxed or postmarked on or before the Response Deadline.

15 56. **“Response Deadline”** means the deadline by which Class Members must postmark or  
16 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the  
17 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement  
18 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of the  
19 Notice Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday  
20 or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S.  
21 Postal Service is open.

22 57. **“Rodriguez PAGA Notice”** means the PAGA notice submitted to the LWDA by  
23 Rodriguez on or about April 14, 2014.

24 58. **“Settlement Administration Costs”** means the amount approved by the Court to be paid  
25 to the Settlement Administrator for administering this Settlement, including, but not limited to, printing,  
26 translating into Spanish (so that Spanish versions of the Class Notice will be made available by request),  
27 distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement  
28 Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement

1 Administration Costs are currently estimated to be Two Hundred Twenty Thousand Dollars (\$220,000).  
2 The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if  
3 necessary and reasonable, any such costs in excess of the amount represented by the Settlement  
4 Administrator as being the maximum costs necessary to administer the Settlement.

5 59. **“Settlement Administrator”** means CPT Group, Inc., or any other third-party class  
6 action settlement administrator agreed to by the Parties and approved by the Court for the purpose of  
7 administering this Settlement pursuant to the terms of this Settlement Agreement, the Class Notice, the  
8 Preliminary Approval Order, and the Judgment. The Parties each represent that they do not have any  
9 financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement  
10 Administrator that could create a conflict of interest. The Settlement Administrator shall agree to  
11 confidentiality terms as may be required by Defendant regarding personnel and payroll data provided to  
12 the Settlement Administrator and shall work with Class Counsel and Counsel for Defendant to implement  
13 and administer appropriate fraud-prevention policies.

14 60. **“Settlement Agreement”** means this Class and PAGA Action Settlement Agreement  
15 and Release, including all Exhibits referred to herein and attached hereto.

16 61. **“Withholdings and Taxes”** means all withholdings from the Individual Settlement  
17 Payments required by law plus all federal, state, and local employment payroll taxes due in regards to the  
18 Individual Settlement Payments, whether owed by a Participating Class Member or by Defendant.  
19 Defendant shall provide the Settlement Administrator with an amount sufficient to cover its share of  
20 Withholdings and Taxes arising from the Individual Settlement Payments, as computed by the Settlement  
21 Administrator.

## 22 **TERMS OF AGREEMENT**

23 The Plaintiffs, on behalf of themselves and the Settlement Class and the State of California, and  
24 Defendant agree as follows:

25 62. Consolidated Amended Complaint in the *Contreras I* Action. For the sole purpose of  
26 effectuating the Settlement, Plaintiffs prepared a draft Consolidated Amended Complaint to be filed in the  
27 *Contreras I* Action to amend the operative pleading in *Contreras I* in order to consolidate the Actions for  
28 purposes of Settlement approval. The Consolidated Amended Complaint was filed in *Contreras I* on or

1 about June 14, 2022. A copy of the Consolidated Amended Complaint is attached hereto as Exhibit D.  
2 Defendant stipulated to the filing of the Consolidated Amended Complaint, likewise for the sole purpose  
3 of effectuating the Settlement. The Consolidated Amended Complaint serves to (i) add a PAGA cause of  
4 action asserting all of the claims asserted in the *Rodriguez* PAGA Notice, the *Bechere* PAGA Notices, the  
5 *Kawai-Way* PAGA Notice, the *McCorkle* PAGA Notices, and the *Contreras II* PAGA Notices; (ii) name  
6 Rodriguez, Bechere, Barba, Smith, Kawai-Way, and McCorkle, in addition to Contreras, as plaintiffs and  
7 PAGA representatives in the *Contreras I* Action; (iii) assert the added PAGA cause of action on behalf of  
8 all non-exempt Ralphs division employees since November 9, 2013 and all Food 4 Less/Foods Co  
9 division employees since April 22, 2017; (iv) add additional class claims, including a failure to provide  
10 meal periods claim; (v) attach all of the PAGA Notices as exhibits to the Consolidated Amended  
11 Complaint, all with the intent of consolidating the Actions for settlement purposes. Upon the filing of the  
12 Consolidated Amended Complaint, Defendant concurrently shall be deemed to deny all of the allegations  
13 contained in it and to raise all affirmative defenses, without the need to file an answer thereto. In the event  
14 the Court does not grant preliminary or final approval of the Settlement, the Consolidated Amended  
15 Complaint shall be immediately withdrawn and the Parties in the Actions shall return to their respective  
16 positions as if the Settlement had not been entered into.

17 63. Class Action Certification for Settlement Purposes Only. For purposes of settlement and  
18 the proceedings contemplated by this Settlement Agreement only, the Settlement Class shall be  
19 provisionally certified, in the *Contreras I* Action only, and consist of Contreras and all Class Members. If,  
20 for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties  
21 further agree that certification for purposes of the Settlement is not an admission that class action  
22 certification is proper under the standards applied to contested certification motions and that this  
23 Settlement Agreement will not be admissible in this or any other proceeding as evidence that either: (i) a  
24 class action should be certified; or (ii) Defendant is liable to Plaintiffs or any Class Member, other than  
25 according to the Settlement's terms.

26 64. Decertification of the Settlement Class if Settlement is Not Approved. Defendant does  
27 not consent to certification of the Settlement Class or any settlement class for any purpose other than to  
28 effectuate the Settlement of the Actions. If, for any reason, the Settlement does not become final, any

1 certification of any Settlement Class will be vacated and the Parties will be returned to their positions with  
2 respect to the Actions as if the Agreement had not been entered into. In the event that Final Approval is  
3 not achieved: (a) any Court order preliminarily approving the certification of any class contemplated by  
4 this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or  
5 entity; and (b) the fact of the Settlement reflected in this Agreement, that Defendant did not oppose the  
6 certification of the Settlement Class under this Agreement, or that the Court preliminarily approved the  
7 certification of the Settlement Class, shall not be used or cited thereafter by any person or entity in any  
8 manner whatsoever, including without limitation any contested proceeding relating to the certification of  
9 any class.

10 65. Funding of the Gross Settlement Amount. In full settlement of the Released Class Claims  
11 and Released PAGA Claims and following the Effective Date, Defendant will make a one-time deposit of  
12 the Gross Settlement Amount of Thirteen Million Nine Hundred Eighty-Five Thousand Dollars  
13 (\$13,985,000) into a Qualified Settlement Account to be established by the Settlement Administrator.  
14 Concurrently with its delivery of the Gross Settlement Amount, Defendant shall deliver its share of  
15 Withholdings and Taxes separately, as calculated by the Settlement Administrator based on the wage  
16 portion of the Class Fund. The Gross Settlement Amount will be used for: (i) all Individual Settlement  
17 Payments; (ii) the PAGA Settlement Amount; (iii) all Enhancement Payments; (iv) Attorneys' Fees and  
18 Costs; and (v) Settlement Administration Costs. Defendant will deposit the Gross Settlement Amount and  
19 its share of Withholdings and Taxes within ten (10) business days of the Effective Date ("Funding Date").

20 66. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or  
21 motion by Class Counsel for Attorneys' Fees and Costs of not more than Four Million Six Hundred Sixty-  
22 One Thousand Six Hundred Sixty-Seven Dollars (\$4,661,667) (one third of the Gross Settlement  
23 Amount), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's  
24 litigation and settlement of the Actions, not to exceed One Hundred Eighty-Five Thousand Dollars  
25 (\$185,000), both of which will be paid from the Gross Settlement Amount, subject to Court approval. The  
26 Attorneys' Fees and Costs shall represent payment for all claims for Class Counsel's attorneys' fees and  
27 costs, past and future, incurred in relation to the Actions. Plaintiffs agree not to petition the Court for more  
28 than \$4,661,667 for attorneys' fees or more than \$185,000 for costs, and in no event shall Defendant be

1 liable for any attorneys' fees and costs, past and future, incurred in the Actions. An award by the Court of  
2 attorneys' fees and costs that is less than the amounts applied for will not be grounds for Plaintiffs or Class  
3 Counsel, or any of them, to challenge or withdraw from the Settlement, and any amounts not awarded in  
4 attorneys' fees or costs will be included in the Net Settlement Fund.

5 67. Class and PAGA Representative Enhancement Payments. In exchange for general  
6 releases as set forth in Paragraph 100 below, and in recognition of Plaintiffs' effort and work in  
7 prosecuting the Actions, Defendant agrees not to oppose or impede any application or motion for  
8 Enhancement Payments of not more than Fifteen Thousand Dollars (\$15,000), each, to Bechere, Kawai-  
9 Way, McCorkle, Rodriguez, Contreras, and Smith, and Five Thousand Dollars (\$5,000) to Barba. The  
10 Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to  
11 Plaintiffs' Individual Settlement Payments paid pursuant to the Settlement. Each Enhancement Payment  
12 shall be reported by the Settlement Administrator on IRS Form 1099-HISC as non-wage income and  
13 provided by it to the Plaintiff receiving the Enhancement Payment as well as applicable governmental  
14 authorities. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the  
15 Enhancement Payments. An award by the Court of Enhancement Payments in amounts less than the  
16 amounts applied for by Plaintiffs, or any of them, will not be grounds for Plaintiffs or Class Counsel, or  
17 any of them, to challenge or withdraw from the Settlement, and any amounts not awarded as Enhancement  
18 Payments will be included in the Net Settlement Fund.

19 68. Settlement Administration Costs. The Settlement Administrator will be paid for the  
20 reasonable costs of administration of the Settlement and distribution of payments from the Gross  
21 Settlement Amount, which is currently estimated to be Two Hundred Twenty Thousand Dollars  
22 (\$220,000). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*,  
23 the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms,  
24 printing, translating into Spanish, and distributing Notice Packets, tracking documents for this Settlement,  
25 calculating and distributing the Gross Settlement Amount, and providing necessary reports and  
26 declarations.

27 69. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the PAGA  
28 Settlement Amount will be designated for satisfaction of Plaintiffs' PAGA claims. Pursuant to PAGA,

1 Seventy-Five Percent (75%) of the PAGA Settlement Amount will be paid to the LWDA and Twenty-  
2 Five Percent (25%) of the PAGA Settlement Amount will be paid to PAGA Members in proportion to the  
3 number of Pay Periods worked during the applicable PAGA Period, as reflected in Defendant's records.

4 70. No Right to Exclusion or Objections by PAGA Members. Because this settlement  
5 resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private  
6 Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA  
7 Member has the right to exclude himself or herself from the release of the Released PAGA Claims.  
8 PAGA Members will be bound by the release of the Released PAGA Claims upon its approval by the  
9 Court at the Final Fairness Hearing, regardless of whether he or she requested exclusion as a Class  
10 Member, and regardless of whether he or she cashes a payment from the PAGA Fund. The Parties also  
11 agree that no PAGA Member has the right to object to the terms of the Settlement Agreement in his/her  
12 capacity as a PAGA Member.

13 71. Interim Stay of Proceedings and Dismissal. The Parties agree to the entry of a formal stay  
14 of all proceedings in all of the Actions, except such proceedings as may be necessary to implement and  
15 complete the Settlement, pending the Final Fairness Hearing to be conducted by the Court. Within five (5)  
16 days of the Funding Date of the Settlement, Plaintiffs shall take any and all actions necessary to secure the  
17 complete dismissal with prejudice of the *Rodriguez* Action, the *Bechere* Action, the *McCorkle* Action, the  
18 *Kawai-Way* Action, and the *Contreras II* Action, in their entirety.

#### 19 **PLAN OF ALLOCATION**

20 72. Plan of Allocation: Calculation of All Individual Settlement Payments. Exactly one-half  
21 (1/2) of the Net Settlement Fund will be allocated to Participating Class Members through the Class Fund,  
22 and the remaining one-half (1/2) will be allocated to the PAGA Settlement Amount. No portion of the Net  
23 Settlement Fund will revert to or be retained by Defendant. The chart below provides an estimated  
24 calculation of the Net Settlement Fund:

25 Gross Settlement Amount	\$13,985,000.00
26 Attorneys' Fees	\$4,661,667.00
27 Attorneys' Costs	\$185,000.00
28	



Settlement Administration Costs	\$220,000.00
Enhancement Payments	\$95,000.00
<b>Net Settlement Fund</b>	\$8,823,333.00
<b>Class Fund</b>	\$4,411,666.50
<b>PAGA Settlement Amount</b>	\$4,411,666.50

73. PAGA Fund. The PAGA Fund is equal to exactly Twenty-Five Percent (25%) of the PAGA Settlement Amount, and represents the portion of the PAGA Settlement Amount that will be paid to all PAGA Members. The entire PAGA Fund will be distributed based on the PAGA Members' pro rata number of Pay Periods worked during the applicable PAGA Period as a percentage of all PAGA Members' total number of Pay Periods worked during the applicable PAGA Period as reflected in Defendant's records, regardless of whether they worked within the Ralphs or the Food 4 Less/Foods Co division. No portion of the PAGA Fund will revert to or be retained by Defendant.

74. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Class Fund and PAGA Fund based on the number of Pay Periods a Class Member worked during the Class Period, and number of Pay Periods a PAGA Member worked during the applicable PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

74(a) Payment Allocation of the Class Fund. To determine each Class Member's share of the Class Fund, the Settlement Administrator will use the following formula: Share of Class Fund = individual Class Member's total Pay Periods during the Class Period ÷ all Class Members' total Pay Periods during the Class Period × Class Fund. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class

1 Member's share of the Class Fund so that the amount actually  
2 distributed to the Settlement Class equals 100% of the Class Fund.

3 74(b) Payment Allocation of the PAGA Fund. To determine each PAGA  
4 Member's share of the PAGA Fund, the Settlement Administrator will  
5 use the following formula: Share of PAGA Fund = individual PAGA  
6 Member's total Pay Periods during the applicable PAGA Period ÷ all  
7 PAGA Members' total Pay Periods during the applicable PAGA Period  
8 × PAGA Fund.

9 75. No Credit Towards Benefit Plans. The Individual Settlement Payments made to  
10 Participating Class Members under this Settlement, as well as any other payments made pursuant to this  
11 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any  
12 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)  
13 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.  
14 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,  
15 or amounts to which any Class Members may be entitled under any benefit plans.

16 **PROCEDURES FOR SETTLEMENT ADMINISTRATION**

17 76. Administration Process. The Parties agree to cooperate in the administration of the  
18 Settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in  
19 administration of the Settlement.

20 77. Notices to the LWDA. Plaintiffs shall submit this Settlement to the LWDA at the same  
21 time it is submitted to the Court in compliance with Labor Code section 2699(1)(2). Plaintiffs shall submit  
22 a copy of the Court's Judgment to the LWDA within ten (10) calendar days after notice of entry of the  
23 Judgment in compliance with Labor Code section 2699(1)(3).

24 78. Delivery of the Class and PAGA Group List. Within twenty (20) calendar days following  
25 entry of the Preliminary Approval Order, Defendant will provide the Class and PAGA Group List to the  
26 Settlement Administrator. The information Defendant provides to the Settlement Administrator, along  
27 with any updated contact information identified by the Settlement Administrator as set forth in Paragraph  
28 80 below, shall be used solely to administer the Class Notice and Plan of Allocation process described

1 herein, shell remain confidential, and shall not be disclosed to anyone, except pursuant to the express  
2 written authorization of Defendant or the individual in question, by order of the Court, or to the extent  
3 necessary to fulfill the Settlement Administrator's reporting obligations hereunder.

4 79. Notice by First-Class U.S. Mail. Within thirty (30) calendar days after receiving the Class  
5 and PAGA Group List from Defendant, the Settlement Administrator shall mail the Notice Packet in the  
6 form approved by the Court in its Preliminary Approval Order to all Class Members via regular First-  
7 Class U.S. Mail, using the most current, known mailing addresses identified in the Class and PAGA  
8 Group List.

9 80. Confirmation of Contact Information in the Class and PAGA Group Lists. Prior to  
10 mailing, the Settlement Administrator will perform a search based on the National Change of Address  
11 Database for information to update and correct for any known or identifiable address changes. Any Notice  
12 Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline  
13 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the  
14 Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding  
15 address is provided, the Settlement Administrator will promptly attempt to determine the correct address  
16 using a skip-trace, or other search using the name, address and/or Social Security number of the Class  
17 Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-  
18 mailed Notice Packet, whether by skip-trace or by request, will have either: (i) an additional fifteen (15)  
19 calendar days from the date of the re-mailing of the Notice Packet; or (ii) until the Response Deadline,  
20 whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

21 81. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet  
22 will provide: (i) information regarding the nature of the Actions; (ii) a summary of the Settlement's  
23 principal terms; (iii) the Settlement Class definition; (iv) the total number of Pay Periods each Class  
24 Member worked for Defendant during the Class Period based on Defendant's records; (v) each Class  
25 Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement  
26 Payments; (vi) the dates which comprise the Class Period; (vii) instructions on how to submit Requests for  
27 Exclusion or Notices of Objection; (viii) the Response Deadline by which the Class Member must  
28

1 postmark or fax a Request for Exclusion, or postmark a Notice of Objection to the Settlement; and (ix) the  
2 claims to be released.

3 82. Disputed Information on Notice Packets. Class Members will have an opportunity to  
4 dispute the information provided in their Notice Packets. To the extent Class Members dispute their  
5 employment dates or the number of Pay Periods on record, Class Members may produce evidence to the  
6 Settlement Administrator showing that such information is inaccurate. Defendant's records will be  
7 presumed correct, but the Settlement Administrator shall contact the Parties regarding any dispute and the  
8 Parties will work in good faith to resolve it. All disputes must be submitted to the Settlement  
9 Administrator by the Response Deadline, and will be decided within ten (10) business days after the  
10 Response Deadline. All decisions regarding whether an adjustment to the number of Pay Periods worked  
11 by a Class Member is warranted shall be final and non-appealable.

12 83. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the  
13 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The  
14 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of  
15 receiving the defective submission to advise the Class Member that his or her submission is defective and  
16 that the defect must be cured to render the Request for Exclusion valid. The Class Member will have  
17 until: (i) the Response Deadline; or (ii) fifteen (15) calendar days from the postmark date of the cure letter,  
18 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for  
19 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

20 84. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the  
21 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement  
22 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the  
23 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request  
24 for Exclusion has been timely submitted. The Request for Exclusion must be personally signed by the  
25 Class Member who seeks to opt out. No Class Member may opt out by having a Request for Exclusion  
26 submitted by an actual or purported agent or attorney acting on behalf of the Class Member. No Request  
27 for Exclusion may be made on behalf of a group of Class Members. In the event more than ten (10)  
28 percent of Class Members request to be excluded from the Settlement Agreement, Defendant may

1 terminate the settlement in its sole discretion, in which case all of Defendant's obligations under this  
2 Settlement Agreement and the Memorandum of Understanding executed on March 9, 2022 shall cease to  
3 be of any force or effect, and this Settlement Agreement and the Memorandum of Understanding shall be  
4 null and void. If Defendant exercises this option, it shall: (i) provide Plaintiffs with written notice of its  
5 election within thirty (30) days of the Response Deadline, with a copy to the Settlement Administrator, at  
6 which point the Parties shall return to their respective positions with respect to the Actions as if the  
7 Agreement had never been entered into; and (ii) pay for all Settlement Administration Costs incurred up to  
8 the date of rescission.

9 85. Objection Procedures. To object to the Settlement Agreement, a Class Member may  
10 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response  
11 Deadline, or appear in person at the Final Fairness Hearing. Class Members who fail to object either by  
12 submitting a valid Notice of Objection or appearing in person at the Final Fairness Hearing will be deemed  
13 to have waived all objections to the Settlement and will be foreclosed from making any objections,  
14 whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their  
15 counsel seek to solicit or otherwise encourage Class Members to submit written objections to the  
16 Settlement Agreement or appeal from the Final Approval Order and Judgment. Class Counsel will not  
17 represent any Class Members with respect to any such objections to this Settlement. If a Class Member  
18 timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be  
19 given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall  
20 not participate in or be bound by the Settlement.

21 86. Certification Reports Regarding Individual Settlement Payments. The Settlement  
22 Administrator will provide Counsel for Defendant and Class Counsel a weekly report that certifies the  
23 number of Class Members who have submitted valid Requests for Exclusion or objections to the  
24 Settlement, and whether any Class Member has submitted a challenge to any information contained in  
25 their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties  
26 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

27 87. Timing of Distribution of Gross Settlement Amount. Within ten (10) calendar days of the  
28 Funding Date, or within ten (10) calendar days after the dismissal of the *Rodriguez* Action, the *Bechere*

1 Action, the *McCorkle* Action, the *Kawai-Way* Action, and the *Contreras II* Action with prejudice in their  
2 entirety as set forth in Paragraph 71, whichever is later, the Settlement Administrator will issue payments  
3 from the Gross Settlement Amount to: (i) Participating Class Members and PAGA Members; (ii) the  
4 LWDA; (iii) Plaintiffs; and (iv) Class Counsel. The Settlement Administrator will also issue a payment to  
5 itself for Court-approved Settlement Administration Costs for services performed in connection with the  
6 Settlement. Prior to mailing any settlement checks to PAGA Members, the Settlement Administrator will  
7 perform a search based on the National Change of Address Database for information to update and correct  
8 for any known or identifiable address changes for the PAGA Members who are not Class Members. The  
9 Settlement Administrator shall also send an explanatory letter with the settlement checks to those PAGA  
10 Members who are not Participating Class Members, which is attached hereto as Exhibit B.

11 88. Negotiation of Settlement Checks. Any checks tendered to Participating Class Members  
12 or PAGA Members shall remain valid and negotiable for one hundred and eighty (180) days from the date  
13 of their issuance and shall thereafter be automatically cancelled if not cashed by the Participating Class  
14 Member or PAGA Member within that time, at which time the Participating Class Member's and/or  
15 PAGA Member's claim shall be deemed null and void and of no further force and effect, although the  
16 individual shall remain a Participating Class Member and/or PAGA Member bound by the Judgment  
17 entered pursuant to this Settlement. After 180 days, any amounts from uncashed checks shall be  
18 transmitted to the California Controller's Office Unclaimed Property Division, with an identification of the  
19 person to whom the funds belong, in accordance with Code of Civil Procedure section 384, to be held in  
20 trust for those persons who did not timely cash their settlement checks. Funds represented by Individual  
21 Settlement Payment checks returned as undeliverable will also be tendered to the State Controller's Office,  
22 Unclaimed Property Division with an identification of the person to whom the funds belong, in  
23 accordance with Code of Civil Procedure section 384, to be held in trust for those persons. The Parties  
24 agree that this disposition results in no "unpaid residue" under Code of Civil Procedure section 384, as the  
25 entire Net Settlement Fund will be paid out to Participating Class Members and PAGA Members, whether  
26 or not they all cash their settlement checks. Therefore, Defendant will not be required to pay any interest  
27 on such amounts. Administration of the Settlement shall be completed no later than two hundred and  
28 seventy (270) days from the Effective Date.

1            89.    Certification of Completion. Upon completion of administration of the Settlement, the  
2 Settlement Administrator will provide a written declaration under oath to certify such completion to the  
3 Court and counsel for all Parties.

4            90.    Treatment of Individual Settlement Payments. All Individual Settlement Payments will  
5 be allocated as follows: (i) twenty percent (20%) of the portion of each Class Member's Individual  
6 Settlement Payment derived from the Class Fund will be allocated as wages for which IRS Forms W-2  
7 will be issued and all applicable withholdings shall be made; and (ii) eighty percent (80%) of the portion  
8 of each Class Member's Individual Settlement Payment derived from the Class Fund will be allocated as  
9 non-wages, for which IRS Forms 1099-MISC will be issued. The portion of all Individual Settlement  
10 Payments derived from the PAGA Fund will be allocated as penalties, for which IRS Forms 1099-MISC  
11 will be issued. The Parties recognize that the Individual Settlement Payments reflect settlement of a  
12 dispute over the Released Class Claims and the Released PAGA Claims. The Parties agree that except for  
13 the PAGA Settlement Amount, which is a civil penalty, all other portions of the Gross Settlement Fund are  
14 not, and are not intended to be made as amounts paid or incurred to, or at the direction of, a government,  
15 governmental entity, or non-governmental entity in relation to the violation of law, or investigation or  
16 inquiry into a potential violation of such law within the meaning of section 162(f) of the Internal Revenue  
17 Code of 1986, as amended. With the exception of the PAGA Settlement Amount, all payments under the  
18 Gross Settlement Amount are considered restitution, remediation, or are being paid to come into  
19 compliance with the law.

20           91.    Administration of Taxes by the Settlement Administrator. The Settlement Administrator  
21 will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class  
22 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this  
23 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and  
24 penalties to the appropriate government authorities.

25           92.    Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of  
26 the payments called for hereunder, and Plaintiffs, Participating Class Members, PAGA Members, and  
27 Class Counsel are not relying on any statement, representation, or calculation by Defendant or by the  
28 Settlement Administrator in this regard.





1 Members as specified herein. The Preliminary Approval Order shall be substantially the same as the  
2 proposed order attached hereto as Exhibit C. In conjunction with the Preliminary Approval hearing,  
3 Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will  
4 include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be  
5 responsible for drafting all documents necessary to obtain preliminary approval. Class Counsel will  
6 provide Counsel for Defendant a draft of the papers to review at least five (5) court days before they are  
7 filed.

8 95. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the  
9 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the  
10 Court's permission, a Final Fairness Hearing will be conducted to determine the Final Approval of the  
11 Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii) the  
12 Enhancement Payments; (iii) Individual Settlement Payments; (iv) the LWDA payment; and (v) all  
13 Settlement Administration Costs. The Final Fairness Hearing will not be held earlier than thirty (30)  
14 calendar days after the Response Deadline. Class Counsel will be responsible for drafting all documents  
15 necessary to obtain final approval, which Class Counsel will provide Counsel for Defendant a draft of to  
16 review at least five (5) court days before they are filed. Class Counsel will also be responsible for drafting  
17 the attorneys' fees and costs application to be heard at the Final Fairness Hearing.

18 96. Judgment and Continued Jurisdiction. Upon Final Approval of the Settlement by the  
19 Court or after the Final Fairness Hearing, the Parties will present the Judgment to the Court for its  
20 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of  
21 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement  
22 administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as  
23 set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement  
24 Administrator's website. Pursuant to California Rules of Court, Rule 3.771(b), the Settlement  
25 Administrator shall post on its website a copy of the Judgment for a period of thirty days from the date the  
26 Court signs the Judgment.

27 97. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member  
28 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request

1 for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims  
2 and Released PAGA Claims (if that Class Member is also a PAGA Member), as well as any Judgment  
3 that may be entered by the Court if it grants Final Approval to the Settlement and Defendant fully funds  
4 the Gross Settlement Amount and its share of Withholdings and Taxes.

5 98. Releases by Participating Class Members. Upon the Funding Date, and except as to such  
6 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,  
7 together and individually, on their behalf and on behalf of their respective heirs, executors, administrators,  
8 agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of  
9 them, from each of the Released Class Claims arising during the Class Period.

10 99. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or  
11 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,  
12 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys,  
13 shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the  
14 Released PAGA Claims during the applicable PAGA Period.

15 100. General Release by Plaintiffs. Upon the Funding Date, in addition to the claims being  
16 released by all Participating Class Members and PAGA Members, Plaintiffs Tiffany Bechere, Amber  
17 Barba, Susan Kawai-Way, Angela McCorkle, Amy Rodriguez, Giselle Contreras, and Monica Smith will  
18 release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any  
19 and all claims, known and unknown, asserted and not asserted, which Plaintiffs have or may have against  
20 the Released Parties as of the date of execution of this Settlement Agreement. The only exception to the  
21 foregoing general release is that Plaintiff Barba's general release specifically excludes her claims under the  
22 Fair Employment and Housing Act for alleged pregnancy discrimination and wrongful termination. To the  
23 extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar  
24 provisions of other applicable law may apply, Plaintiffs Tiffany Bechere, Amber Barba, Monica Smith,  
25 Susan Kawai-Way, Angela McCorkle, Amy Rodriguez, and Giselle Contreras expressly waive any and all  
26 rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code or  
27 similar provisions of applicable law which are as follows:  
28

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
3 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE  
4 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY  
5 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED  
6 PARTY.

7 **ADDITIONAL PROVISIONS**

8 101. Non-Admission of Liability. The Parties enter into this Settlement to resolve the disputes  
9 that have arisen between them and to avoid the burden, expense and risk of continued litigation. In  
10 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal,  
11 state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other  
12 applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty;  
13 engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to  
14 its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the  
15 negotiations connected with it, will be construed as an admission or concession by Defendant of any such  
16 violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce  
17 the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or  
18 received as evidence in any action or proceeding to establish any liability or admission on the part of  
19 Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance  
20 with, federal, state, local or other applicable law.

21 102. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that  
22 they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or  
23 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or  
24 right herein released and discharged.

25 103. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally  
26 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other  
27 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null  
28

1 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will  
2 likewise be treated as void from the beginning.

3 104. Entire Agreement. The Exhibits to this Agreement are integral parts of this Agreement  
4 and are hereby incorporated and made a part of the Agreement. This Settlement Agreement and any  
5 attached Exhibits constitute the entirety of the Parties' settlement terms. Any inconsistency between this  
6 Settlement Agreement and the attached Exhibits will be resolved in favor of this Agreement. No other  
7 prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties  
8 expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section  
9 1856(a), which provide that a written agreement is to be construed according to its terms and may not be  
10 varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written  
11 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

12 105. Amendment or Modification. No amendment, change, or modification to this Settlement  
13 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.  
14 Notwithstanding the foregoing, the Parties authorize their counsel to make all non-material changes  
15 ordered by the Court as a prerequisite to obtaining approval through their counsel's signatures on any  
16 necessary and non-material amendment or modification to this Agreement.

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

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

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

5           109. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will  
6 be governed by and interpreted according to the laws of the State of California.

7           110. Execution and Counterparts. This Settlement Agreement is subject only to the execution  
8 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
9 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned  
10 copies of the signature page, will be deemed to be one and the same instrument.

11           111. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement  
12 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible  
13 consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and  
14 enforceable.

15           112. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class  
16 certification for purposes of this Settlement only. Notwithstanding the foregoing, Class Counsel reserve  
17 the right to appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the  
18 Court. If, however, Class Counsel, or any of them, appeals any reduction to the Attorneys' Fees and  
19 Costs, then the Effective Date shall not occur until after the conclusion of any such appeal(s).

20           113. No Public Comment: The Parties and their counsel agree that they will not issue any press  
21 releases, initiate any contact with the press, respond to any press inquiry, or have any communication with  
22 the press about the fact, amount, or terms of the Settlement. Unless they first obtain Defendant's express  
23 written consent, Class Counsel and Plaintiffs shall not discuss, reveal, disclose, publicize, or promote the  
24 terms of this Settlement, or the negotiations leading to the Settlement, to any third party (including but not  
25 limited to the media, the legal community, or the public at large, including on Class Counsel's respective  
26 websites or otherwise). Nothing in this Agreement is intended to prevent Plaintiffs or Class Counsel from  
27 disclosing or discussing the terms of this Settlement: (i) with the Court; (ii) with any Class Member; (iii)  
28

1 with the Settlement Administrator; (iv) in court filings to establish adequacy of counsel or for purposes of  
2 obtaining court approval of comparable wage and hour settlements; or (v) as otherwise required by law.

3 114. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement  
4 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or  
5 constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

6 115. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
7 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
8 more strictly against one party than another merely by virtue of the fact that it may have been prepared by  
9 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between  
10 the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

11 116. Voluntary Agreement. This Settlement Agreement is executed voluntarily and without  
12 duress or undue influence on the part of or on behalf of any Party, or of any other person, first or entity.  
13 Each Party has made such investigation of the facts pertaining to this Agreement and of all other matters  
14 pertaining hereto as she, he, or it deems necessary.

15 117. Representation By Counsel. The Parties acknowledge that they have been represented by  
16 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this  
17 Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and  
18 Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

19 118. All Terms Subject to Final Court Approval. All amounts and procedures described in this  
20 Settlement Agreement herein will be subject to final Court approval.

21 119. Mutual Full Cooperation. All Parties will cooperate in good faith and execute all  
22 documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. The  
23 Parties agree to cooperate fully with each other to accomplish the terms of this Settlement Agreement,  
24 including but not limited to execution and delivery of any and all additional papers, documents, and other  
25 assurances and taking such other action that may be reasonably necessary to implement the terms of this  
26 Settlement Agreement. The Parties and their counsel shall use their best efforts, including all efforts  
27 contemplated by this Settlement Agreement and any other efforts that may become necessary by order of  
28 the Court, to effectuate this Settlement Agreement and the terms set forth herein.



1           120.   Binding Agreement. The Parties warrant that they understand and have full authority to  
 2 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully  
 3 enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any  
 4 proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise  
 5 might apply under federal or state law.

6           121.   Recital Re Pay Periods. Defendant represented at the March 9 Mediation that to the best  
 7 of Defendant’s knowledge, there were approximately 8,600,000 Pay Periods in the relevant Class and  
 8 PAGA time periods.

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15                           **READ CAREFULLY BEFORE SIGNING.**

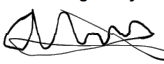
16   **PLAINTIFF**

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

18   Tiffany Bechere

19   **PLAINTIFF**

20 Dated: 12/14/2023

20 DocuSigned by:  
  
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 Amber Barba

21   **PLAINTIFF**

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

23   Monica Smith

24   **PLAINTIFF**

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

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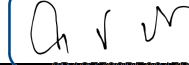


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Susan Kawai-Way

Dated: 12/14/2023 | 10:07 AM PST  
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**PLAINTIFF**

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Angela McCorkle

**PLAINTIFF**

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

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Amy Rodriguez

**PLAINTIFF**

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

\_\_\_\_\_  
Giselle Contreras

**DEFENDANT**

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

\_\_\_\_\_  
Steven J. Prough  
Ralphs Grocery Company

**APPROVED AS TO FORM**

**CAPSTONE LAW APC**

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

By: \_\_\_\_\_  
Raul Perez  
Attorneys for Plaintiff Amy Rodriguez

**GRAHAMHOLLIS APC**

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

By: \_\_\_\_\_  
Graham Hollis  
Attorneys for Plaintiffs Tiffany Bechere, Amber Barba, Monica Smith and Susan Kawai-Way

**SANFORD A. KASSEL, APC**

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

By: \_\_\_\_\_  
Sanford A. Kassel  
Attorneys for Plaintiff Susan Kawai-Way

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Susan Kawai-Way

**PLAINTIFF**

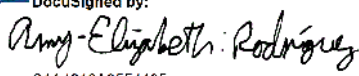
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Angela McCorkle

**PLAINTIFF**

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**PLAINTIFF**

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

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Giselle Contreras

**DEFENDANT**

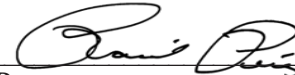
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Steven J. Prough  
Ralphs Grocery Company

**APPROVED AS TO FORM**

**CAPSTONE LAW APC**

Dated: December 13, 2023

By:   
Raul Perez  
Attorneys for Plaintiff Amy Rodriguez

**GRAHAMHOLLIS APC**

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

By: \_\_\_\_\_  
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Attorneys for Plaintiffs Tiffany Bechere, Amber Barba, Monica Smith and Susan Kawai-Way

**SANFORD A. KASSEL, APC**

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

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Sanford A. Kassel  
Attorneys for Plaintiff Susan Kawai-Way

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Amy Rodriguez

**PLAINTIFF**

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Giselle Contreras

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

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Steven J. Prough  
Ralphs Grocery Company

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**CAPSTONE LAW APC**

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Attorneys for Plaintiff Amy Rodriguez

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Attorneys for Plaintiffs Tiffany Bechere, Amber Barba, Monica Smith and Susan Kawai-Way

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Sanford A. Kassel  
Attorneys for Plaintiff Susan Kawai-Way

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**PLAINTIFF**

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Giselle Contreras

**DEFENDANT**

Dated: 12/14/2023

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Ralphs Grocery Company

**APPROVED AS TO FORM**

**CAPSTONE LAW APC**

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

By: \_\_\_\_\_  
Raul Perez  
Attorneys for Plaintiff Amy Rodriguez

**GRAHAMHOLLIS APC**

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

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Attorneys for Plaintiffs Tiffany Bechere, Amber Barba, Monica Smith and Susan Kawai-Way

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Attorneys for Plaintiff Susan Kawai-Way

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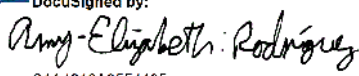
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Ralphs Grocery Company

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**CAPSTONE LAW APC**

Dated: December 13, 2023

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Raul Perez  
Attorneys for Plaintiff Amy Rodriguez

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Attorneys for Plaintiffs Tiffany Bechere, Amber Barba, Monica Smith and Susan Kawai-Way

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Sanford A. Kassel  
Attorneys for Plaintiff Susan Kawai-Way

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Ralphs Grocery Company

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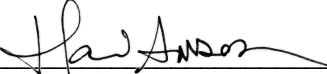
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By: \_\_\_\_\_  
Raul Perez  
Attorneys for Plaintiff Amy Rodriguez

**GRAHAMHOLLIS APC**

Dated: 12/15/2023

By:  \_\_\_\_\_  
Graham Hollis  
Attorneys for Plaintiffs Tiffany Bechere, Amber Barba, Monica Smith and Susan Kawai-Way

**SANFORD A. KASSEL, APC**

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Sanford A. Kassel  
Attorneys for Plaintiff Susan Kawai-Way

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Amy Rodriguez

**PLAINTIFF**

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Giselle Contreras

**DEFENDANT**

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

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Steven J. Prough  
Ralphs Grocery Company

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Raul Perez  
Attorneys for Plaintiff Amy Rodriguez

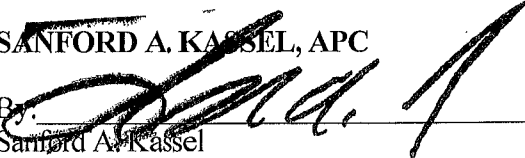
**GRAHAMHOLLIS APC**

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

By: \_\_\_\_\_  
Graham Hollis  
Attorneys for Plaintiffs Tiffany Bechere, Amber Barba, Monica Smith and Susan Kawai-Way

**SANFORD A. KASSEL, APC**

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

By:   
Sanford A. Kassel  
Attorneys for Plaintiff Susan Kawai-Way



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Dated: 12/13/2023 | 4:26 PM PST

**ACKERMANN & TILAJEF PC**

DocuSigned by:  
By: Craig Ackermann  
Craig J. Ackermann  
Attorneys for Plaintiff Angela McCorkle

Dated: 12/14/2023 | 8:44 AM PST

**MELMED LAW GROUP P.C.**

DocuSigned by:  
By: Jonathan Melmed  
Jonathan Melmed  
Attorneys for Plaintiff Angela McCorkle

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

**THE NOURMAND LAW FIRM, APC**

By: \_\_\_\_\_  
Michael Nourmand  
Attorneys for Plaintiff Giselle Contreras

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

**REED SMITH LLP**

By: \_\_\_\_\_  
Mara Curtis  
Attorneys for Defendant  
Ralphs Grocery Company in *Contreras I, Contreras II, and Armstrong-Rodriguez*

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

**MORRISON & FOERSTER LLP**

By: \_\_\_\_\_  
Tritia M. Murata  
Attorneys for Defendant  
Ralphs Grocery Company in *Bechere, Kawai-Way, and McCorkle*

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**ACKERMANN & TILAJEF PC**

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

By: \_\_\_\_\_  
Craig J. Ackermann  
Attorneys for Plaintiff Angela McCorkle

**MELMED LAW GROUP P.C.**

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

By: \_\_\_\_\_  
Jonathan Melmed  
Attorneys for Plaintiff Angela McCorkle

**THE NOURMAND LAW FIRM, APC**

Dated: 12/14/23

By:  \_\_\_\_\_  
Michael Nourmand  
Attorneys for Plaintiff Giselle Contreras

**REED SMITH LLP**

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

By: \_\_\_\_\_  
Mara Curtis  
Attorneys for Defendant  
Ralphs Grocery Company in *Contreras I, Contreras II, and Armstrong-Rodriguez*

**MORRISON & FOERSTER LLP**

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

By: \_\_\_\_\_  
Tritia M. Murata  
Attorneys for Defendant  
Ralphs Grocery Company in *Bechere, Kawai-Way, and McCorkle*

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**ACKERMANN & TILAJEF PC**

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

By: \_\_\_\_\_  
Craig J. Ackermann  
Attorneys for Plaintiff Angela McCorkle

**MELMED LAW GROUP P.C.**

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

By: \_\_\_\_\_  
Jonathan Melmed  
Attorneys for Plaintiff Angela McCorkle

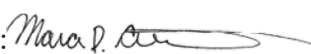
**THE NOURMAND LAW FIRM, APC**

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

By: \_\_\_\_\_  
Michael Nourmand  
Attorneys for Plaintiff Giselle Contreras


**REED SMITH LLP**

Dated: 12/14/2023

By:   
Mara Curtis  
Attorneys for Defendant  
Ralphs Grocery Company in *Contreras I, Contreras II, and Armstrong-Rodriguez*

**MORRISON & FOERSTER LLP**

Dated: 12/14/2023

By:   
Tritia M. Murata  
Attorneys for Defendant  
Ralphs Grocery Company in *Bechere, Kawai-Way, and McCorkle*