

PHILIP CARDINALE on behalf of himself and all
others similarly situated,

Plaintiff,

v.

THE GOLUB CORPORATION and PRICE
CHOPPER OPERATING COMPANY OF
PENNSYLVANIA, INC.,

Defendants.

COURT OF COMMON
PLEAS
LUZERNE COUNTY
PENNSYLVANIA

NO.: 2018-11684

JOINT STIPULATION OF SETTLEMENT AND RELEASE

This Joint Stipulation of Settlement and Release (the “Agreement”) is entered into by and between Philip Cardinale (referred to herein as “Named Plaintiff”), individually and on behalf of the class of individuals that he represents (“Class Members”) (Named Plaintiff and the Class Members are referred to herein collectively as “Plaintiffs”), and The Golub Corporation and Price Chopper Operating Co. of Pennsylvania, Inc. (“Defendants”) (together with Plaintiffs referred to as the “Parties”).

RECITALS

WHEREAS, the Named Plaintiff filed suit against Defendants in the Court of Common Pleas of Luzerne County, Pennsylvania (the “Court”), Civil Action No. 2018-11684 currently captioned *Philip Cardinale v. The Golub Corp., et al.*, in which he claims that Defendants owe him and Class Members overtime compensation under the Pennsylvania Minimum Wage Act (“PMWA”) (the “Litigation”);

WHEREAS, on July 11, 2021, the Court certified a class of “All Team Leaders currently or formerly employed by Defendants in the Commonwealth of Pennsylvania between December 1, 2016, to the present who were classified by Defendants as salaried, non-exempt, and were paid overtime at half-time their regular rate for hours worked between 40 and 45 in a week;” and

WHEREAS, Defendants deny all of the allegations made by the Plaintiffs in the Litigation and deny that they are liable or owe damages to anyone with respect to the alleged facts or causes of action asserted in the Litigation. Nonetheless, without admitting or conceding any liability or damages whatsoever, Defendants have agreed to settle the Litigation on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the Litigation; and

WHEREAS, the purpose of this Agreement is to settle fully and finally all Released Claims (as hereinafter defined) between Plaintiffs and Defendants, including all claims asserted in the Litigation; and

WHEREAS, Plaintiffs' Counsel analyzed and evaluated the merits of the claims made against Defendants in the Litigation, conducted interviews with Class Members, responded to written discovery, defended the deposition of Named Plaintiff, took the deposition of Defendants' corporate representative, obtained and reviewed documents relating to Plaintiffs' job duties and Defendants' compensation policies, and analyzed payroll data, and based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery or might result in a recovery less favorable, and that any recovery would not occur for several years, and that there was a risk of future decertification, Plaintiffs' Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Plaintiffs.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

- 1.1 Agreement.** "Agreement" means this Joint Stipulation of Settlement and Release.
- 1.2 Acceptance Period.** "Acceptance Period" means the 120 days that a Class Member has to sign and cash a Settlement Check.
- 1.3 Attorneys' Fees and Costs.** "Attorneys' Fees and Costs" means the maximum amount of Two Hundred Fifty Thousand Dollars (\$250,000), which Defendants have agreed to pay to resolve Class Counsel's claim for attorneys' fees and costs, subject to court approval. This amount was negotiated separately from and after the Gross Class Members' Settlement Amount (see section 1.15) was negotiated. In no event will Defendants be required to pay more than Two Hundred Fifty Thousand Dollars (\$250,000) in court-approved Attorneys' Fees and Costs.
- 1.4 Claim Form.** "Claim Form" means the form attached hereto as Exhibit A, which has been approved by Defendants and Class Counsel and is subject to Court approval, which each Class Member must complete in full and return, via first class mail with a postmark, email, or facsimile on or before the date sixty (60) days following mailing, or thirty (30) days following a re-mailing, of the Notice (as defined herein), to recover a portion of the Settlement proceeds.
- 1.5 Class Counsel.** "Class Counsel" or "Plaintiffs' Counsel" means Outten & Golden LLP, Steffans Legal, and Grabowski Law Offices, LLC.

- 1.6** Class Members. "Class Members" means the Named Plaintiff and the Class Members.
- 1.7** Court. "Court" means the Court of Common Pleas, Luzerne County, Pennsylvania.
- 1.8** Days. "Days" means calendar days unless otherwise specified herein.
- 1.9** Defendants. "Defendants" or "Price Chopper" means The Golub Corporation and Price Chopper Operating Co. of Pennsylvania, Inc. For purposes of the release of any claims under this Agreement, including but not limited to the releases set forth in Section 4 below, "Defendants" or "Price Chopper" shall mean The Golub Corporation, Price Chopper Operating Co. of Pennsylvania, Inc., and their parents, subsidiaries, affiliates, predecessors, successors and assigns, and each of their respective shareholders, members, officers, directors, employees, agents, and representatives.
- 1.10** Defendants' Counsel. "Defendants' Counsel" means William J. Anthony and Wendy Buckingham of Littler Mendelson, P.C. and Vincent E. Polsinelli of Nixon Peabody LLP. For purposes of providing any notices required under this Agreement, Defendants' Counsel shall refer to William J. Anthony.
- 1.11** Effective Date. "Effective Date" shall be the last of the following dates:
- (A) If there is no appeal of the Court's Order Granting Final Approval of the Settlement, the date 35 days after entry of such Order; or
- (B) if there is an appeal of the Court's Order Granting Final Approval of the Settlement, the day after all appeals are resolved in favor of final approval.
- 1.12** Employer Payroll Taxes. "Employer Payroll Taxes" means all tax withholdings an employer is required to make arising out of or based upon the payment of employment compensation in this Litigation, including FICA, FUTA, and SUTA obligations.
- 1.13** Fairness Hearing. "Fairness Hearing" means the hearing before the Court relating to the Motion for Final Approval.
- 1.14** Final Approval Order. "Final Approval Order" means the Order entered by the Court after the Fairness Hearing, approving the terms and conditions of this Agreement, distribution of the Settlement Checks, and Dismissal of the Litigation.
- 1.15** Gross Settlement Amount. "Gross Class Members' Settlement Amount" means the maximum amount of Two Hundred Fifty Thousand Dollars (\$250,000.00). The Gross Settlement Amount covers and includes all payments made by Defendants to resolve the state and local Wage and Hour claims of Named Plaintiff and all Putative Class Members, Named Plaintiff's Service Award, and the fees and expenses of the Settlement Claims Administrator.
- 1.16** Named Plaintiff. "Named Plaintiff" means Philip Cardinale.

- 1.17** Net Settlement Fund. “Net Settlement Fund” means the remainder of the Gross Class Members’ Settlement Amount after deduction for the Settlement Claims Administrator’s fees and costs and Named Plaintiff’s Service Award.
- 1.18** Notice or Notices. “Notice” or “Notices” means the Court-approved Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing to be sent to Class Members.
- 1.19** Objector. “Objector” means an individual who files an objection to this Agreement, and does not include any individual who opts-out of this Agreement.
- 1.20** Opt-out Statement. “Opt-out Statement” is a written, signed statement that an individual Class Member has decided to opt-out and not be included in the settlement under this Agreement.
- 1.21** Participating Class Members. “Participating Class Members” shall mean, collectively, Named Plaintiff and all Class Members who sign and return a timely Claim Form.
- 1.22** Parties. “Parties” shall mean, collectively, Named Plaintiff, Class Members, and Defendants.
- 1.23** Plaintiffs. “Plaintiffs” shall mean Named Plaintiff and Class Members, collectively.
- 1.24** Class Members. “Class Members” shall mean all Department Managers (also known as “Team Leaders”) who worked in the Commonwealth of Pennsylvania between December 1, 2016, and April 30, 2022, who were classified as salaried, non-exempt and were paid overtime at an extra half-time their hourly rate for hours worked between forty (40) and forty-five (45).
- 1.25** Preliminary Approval Order. “Preliminary Approval Order” means the Order entered by the Court preliminarily approving the terms and conditions of this Agreement and directing the manner and timing of providing Notices to the Class Members.
- 1.26** Qualified Settlement Fund or QSF. “Qualified Settlement Fund” or “QSF” means the account established by the Settlement Claims Administrator for the Settlement Amount paid by Defendants. The QSF will be controlled by the Settlement Claims Administrator subject to the terms of this Agreement and the Court’s Orders for Preliminary Approval and Final Approval. Interest, if any, earned on the QSF will become part of the Gross Settlement Amount.
- 1.27** Relevant Period. For purposes of Section 3.4(A), “Relevant Period” means the period between December 1, 2016, and April 30, 2022.
- 1.28** Service Award. A Service Award of \$4,000.00 will be paid to Named Plaintiff Philip Cardinale from the gross fund, subject to Court approval. Defendants will not oppose Plaintiff’s Motion for Service Award.
- 1.29** Settlement Amount. The “Settlement Amount” includes: (1) the amounts payable to Participating Class Members from the Net Settlement Fund; (2) the Settlement Claims

Administrator's fees and costs; (3) Court-approved attorneys' fees and costs for Class Counsel; and (4) Employer Payroll Taxes.

1.30 Settlement Claims Administrator. The "Settlement Claims Administrator" will be ILYM Group, Inc., which was selected by Class Counsel and approved by Defendants.

1.31 Settlement Checks. "Settlement Checks" means checks issued to Participating Class Members for their share of the Net Settlement Fund calculated in accordance with this Agreement.

2. APPROVAL AND CLASS NOTICE

2.1 Binding Agreement. This Agreement is a binding agreement and contains all material agreed-upon terms for the Parties to seek a full and final settlement of the Litigation.

2.2 Retention of the Settlement Claims Administrator. Class Counsel has selected ILYM Group, Inc. as the Settlement Claims Administrator. The Settlement Claims Administrator will be responsible for locating Class Members through all reasonable efforts; mailing of Notices and Claim Forms to Class Members in accordance with the Court's Preliminary Approval Order; administering any opt-out requests and objections from Class Members; responding to Class Member inquiries; resolving disputes relating to Class Members' weeks worked and settlement share amounts; reporting on the state of the Settlement to the Parties; calculating the Settlement Checks in accordance with the Court's Final Approval Order; distributing Settlement Checks to Participating Class Members; calculating Employer Payroll Taxes and remitting such funds to the appropriate taxing authorities; issuing tax forms (including IRS Forms W-2 and 1099) to the appropriate taxing authorities for any payments made pursuant to this Agreement; providing Claim Forms to Class Counsel for filing with the Court, and providing copies of the Claim Forms to Class Counsel; preparing a declaration regarding its due diligence in the claims administration process; providing counsel with any information related to the administration of the settlement upon request; and performing such other duties as the Parties may jointly direct or as are specified herein.

(A) The Parties will have equal access to the Settlement Claims Administrator and all information related to the administration of the settlement. The Settlement Claims Administrator will provide regular reports to the Parties regarding the status of the mailing of the Notices and Claim Forms to Class Members, the claims administration process, and distribution of the Settlement Checks.

(B) Defendants agree to cooperate with the Settlement Claims Administrator, provide accurate information (to the extent reasonably available) necessary to calculate the Settlement Checks, and assist the Settlement Claims Administrator in locating Class Members.

2.3 Preliminary Approval Motion.

(A) Within thirty (30) days after the execution of this Agreement, Named Plaintiff will submit to Defendants a draft Motion for an Order Certifying the Settlement Class

and Preliminarily Approving the Class Action Settlement ("Preliminary Approval Motion"). Named Plaintiff will allow Defendants five (5) business days to review and comment on the Preliminary Approval Motion and agree to consider Defendants' comments in good faith.

- (B) At the expiration of the review and comment period described in Section 2.3(A) above, Named Plaintiff will file the Preliminary Approval Motion. In connection with the Preliminary Approval Motion, Plaintiff will submit to the Court a proposed Notice and Claim Form; a proposed distribution method for the Settlement Amount and calculation of the Settlement Checks; and a proposed Preliminary Approval Order.
- (C) The proposed Preliminary Approval Order will include the findings required by 231 Pa. Code Rule 1700 *et seq.*
- (D) In the Preliminary Approval Motion, Class Counsel will inform the Court of the intended process to obtain a "Final Approval Order" and a "Judgment of Dismissal with Prejudice" that will, among other things: (1) approve the settlement as fair, adequate and reasonable; (2) incorporate the terms of the releases described herein; (3) dismiss the Litigation with prejudice; (4) award Named Plaintiff's Service Award; and (5) award Class Counsel fees and costs; as more fully set forth herein. Defendants will not oppose the Preliminary Approval Motion unless it is inconsistent with the terms of this Agreement.
- (E) If the Court denies the Preliminary Approval Motion, unless the Parties jointly agree to seek reconsideration of the ruling or to seek Court approval of a renegotiated settlement, the Litigation will resume as if no settlement had been attempted. Defendants retain the right to contest whether the Litigation should be maintained as a class action and to contest the merits of the claims being asserted in the Litigation.
- (F) The Parties will work together, diligently and in good faith, to obtain expeditiously a Preliminary Approval Order, Final Approval Order, and Final Judgment and Dismissal with Prejudice.

2.4 Notice to Class Members

- (A) Within ten (10) business days of the Court's issuance of a Preliminary Approval Order, Defendants will provide the Settlement Claims Administrator, in electronic form, for all Class Members the following information: name, Social Security Number, last known address, and workweeks as a Department Manager (or Team Leader) within the Relevant Period as that information exists on file with Defendants (the "Class List").
- (B) The names, Social Security Numbers, and contact information of Class Members are confidential. The Settlement Claims Administrator must treat such information confidentially and cannot share that information anyone else. Notwithstanding this, the Settlement Claims Administrator shall provide Class

Counsel with such contact information for all Class Members who participate in the settlement and for Class Members who call the Settlement Claims Administrator or Class Counsel with a question or a dispute. Within twenty (20) business days of the Court's issuance of a Preliminary Approval Order, the Settlement Claims Administrator will send to all Class Members, via First-Class United States Mail, postage prepaid, the Court-approved Notice of Settlement of Class Action Lawsuit and Fairness Hearing and Claim Form. The Settlement Claims Administrator shall provide a stamped return envelope with each Class Member's Notice. Class Members shall have sixty (60) days from the date of mailing of the Notice ("Claims Period"), or 30 days from any re-mailing of the Notice for which the Class Member's correct address is identified ("Re-mailing Claims Period") to submit their completed Claim Form, which must be either postmarked by, or e-mailed or facsimiled on or before, the 60th day of the Claims Period or 30th day of the Re-mailing Claims Period. Class Members who fail to return a complete and timely Claim Form within the Claims Period will be ineligible to receive any settlement payment pursuant to this Agreement. A Claim Form is not complete if the Class Member fails to sign the Claim Form as required. Within five days after receipt of an incomplete form, the Settlement Claims Administrator will notify the Class Member in writing that he or she must correct the Claim Form ("Cure Notice"). The Cure Notice will enclose a pre-paid reply envelope. Class Members must cure the deficiency by the later of (1) 60 days from the initial mailing; or (2) 15 days from the date of the Cure Notice.

- (C) The Settlement Claims Administrator will take all reasonable steps to obtain the correct address of any Class Members for whom a Notice is returned by the Post Office as undeliverable and shall attempt re-mailings as described in this Agreement. The Settlement Claims Administrator will notify Class Counsel and Defendants' Counsel of any Notice sent to a Class Member that is returned as undeliverable after the first mailing, as well as any such Notice returned as undeliverable after any subsequent mailing(s) as set forth in this Agreement.
- (D) The Notices will also explain that any Class Member who desires to opt out of the settlement may submit a written statement with the Settlement Claims Administrator by the expiration of the Claims Period. To be effective, the request to be excluded from the settlement must be submitted to the Settlement Claims Administrator by U.S. Mail, fax, or email and it must be postmarked or received (via email or fax) no later than 60 days from the mailing of the Notice to the Class Member, or for any Class Member whose Notice was returned undeliverable within 30 days of the date of the mailing for which the Class Member's correct address is identified, but in any case no later than seven (7) days before the Final Fairness Hearing.

2.5 Class Member Opt-outs.

- (A) Class Members who choose to opt-out of the Settlement as set forth in this Agreement must submit a written, signed statement to the Settlement Claims Administrator that includes his or her name, address, and telephone number and a

statement to this effect: "I opt out of the Price Chopper Settlement" ("Opt-out Statement"). To be effective, an Opt-out Statement must be postmarked, e-mailed, or faxed within sixty (60) days from the mailing of the Notice to the Class Member, or for any Class Member whose Notice was returned undeliverable within thirty (30) days of the date of the mailing for which the Class Member's correct address is identified, but in any case no later than seven (7) days before the Final Fairness Hearing ("Opt-Out Period"). For any deadline under this Agreement that is based on a postmark, in the event that there is no postmark date of the document being mailed by the Class Member, it shall be presumed that the document was mailed five (5) days prior to the Settlement Claims Administrator's receipt of the document, excluding any Sunday or other day for which no postal service was provided. It is the responsibility of the individual seeking to opt-out to retain a copy of the Opt-out Statement and proof of timely mailing hereunder.

- (B) The Settlement Claims Administrator will stamp the postmark date on the original of each Opt-out Statement that it receives and shall serve copies of each Opt-out Statement on Class Counsel and Defendants' Counsel not later than three (3) days after receipt thereof. Class Counsel will file stamped copies of any Opt-out Statements with their Motion for Judgment and Final Approval. The Settlement Claims Administrator will, within twenty-four (24) hours of the end of the Opt-out Period, send a final list of all Opt-out Statements to Class Counsel and Defendants' Counsel by email. The Settlement Claims Administrator will retain the stamped originals of all Opt-out Statements and originals of all envelopes accompanying Opt-out Statements in its files until such time as the Settlement Claims Administrator is relieved of its duties and responsibilities under this Agreement.
- (C) Any Class Member who does not timely and properly submit an Opt-out Statement shall be bound by this Settlement and deemed to have released the Released Claims regardless of whether he or she negotiates a Settlement Check. Any Class Member who negotiates a Settlement Check shall be bound by the Settlement and deemed to have released the Released Claims regardless of whether such individual also submitted an Opt-out Statement and regardless of whether any of the language on the check endorsement is changed, crossed out, or deleted.

2.6 Objections to Settlement.

- (A) Class Members who do not opt-out and who wish to object to the proposed Settlement must do so in writing. To be valid, a written objection must be mailed to the Settlement Claims Administrator via first-class mail, postage prepaid, and be received by the Settlement Claims Administrator by a date certain sixty (60) days from the mailing of the Notice to the Class Member, but in any case, no later than seven (7) days before the Final Fairness Hearing. The written objection must include the words, "I object to the Price Chopper settlement" as well as all reasons for the objection. Any reasons not included in the written objection will not be considered. The written objection must also include the name, address, and telephone number for the Class Member making the objection. The Settlement

Claims Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Defendants' Counsel by email and overnight delivery no later than three (3) days after receipt thereof. Class Counsel will file the date-stamped originals of any and all objections with their Motion for Judgment and Final Approval. It is the responsibility of any Class Member who files an objection (an "Objector") to retain a copy of the objection and proof of timely mailing hereunder.

- (B) A valid Objector also has the right to appear at the Fairness Hearing either in person or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state his or her intention to do so in writing on his or her written objections at the time he or she submits his or her written objections by including the words, "I intend to appear at the Fairness Hearing" in his or her written objection. An Objector may withdraw his or her objections at any time.
- (C) No Class Member may appear at the Fairness Hearing unless he or she has submitted a timely objection that complies with the procedures provided in this Section and the previous Section. Class Members who fail to submit timely and valid objections will be deemed to have waived objections to the Settlement and they will be foreclosed from making objections. A Class Member who has submitted an Opt-out Statement may not object to the Agreement.
- (D) The Parties may file with the Court written responses to any objections no later than three (3) calendar days before the Fairness Hearing.

2.7 Motion for Judgment and Final Approval. Not later than fifteen (15) days before the Fairness Hearing, Plaintiffs will submit a Motion for Judgment and Final Approval. The Fairness Hearing shall be held at the Court's convenience, but in no event earlier than 90 days from the date of the Preliminary Approval Order is signed.

2.8 Entry of Judgment. At the Fairness Hearing, the Parties will request that the Court, among other things, (a) enter Judgment in accordance with this Agreement, (b) approve the settlement and Agreement as final, fair, reasonable, adequate, and binding on all Class Members who have not opted out; and (c) dismiss the Litigation with prejudice.

2.9 Effect of Failure to Grant Final Approval. In the event the Court fails to enter Judgment in accordance with this Agreement or such Judgment does not become Final, the Parties shall resume the Litigation unless the Parties jointly agree to: (1) seek reconsideration or appellate review of the decision denying entry of Judgment, or (2) attempt to renegotiate the settlement and seek Court approval of the renegotiated settlement. In the event any reconsideration and/or appellate review is denied, or a mutually agreed-upon settlement is not approved:

- (A) The Litigation will proceed as if no settlement had been attempted. Defendants may contest whether this Litigation should be maintained as a class action and contest the merits of the claims being asserted by Plaintiffs in this action. In such

a case, the Parties will negotiate and submit for Court approval a revised case management schedule.

2.10 Releases and Claim Forms.

- (A) A copy of the Claim Form is attached hereto as Exhibit A.
- (B) A Class Member who timely returns a Claim Form will be issued a Settlement Check by the Settlement Claims Administrator from the QSF in accordance with the Final Approval Order. No Settlement Check will be issued to any Class Member who fails to properly complete and timely return a valid Claim Form.
- (C) The Settlement Claims Administrator will provide the Parties with the final list of Participating Class Members who are entitled to receive payments under the settlement within 20 days after the Effective Date. The list will include for each claimant their (i) full name, (ii) best known address, (iii) social security number, and (iv) pro rata share of the settlement amount based upon the formula in Section 3.4.
- (D) The Settlement Checks will be mailed to Participating Class Members by the Settlement Claims Administrator within ten (10) business days after Price Chopper shall have deposited the Settlement Amount into the QSF, as set forth in Sections 3.1(A) and 3.1(B). For any Class Member whose Settlement Check is returned as undelivered, the Settlement Claims Administrator will take reasonable steps to locate the Class Member and re-mail the check.
- (E) Language will be inserted on the back of each check issued to a Participating Class Member stating that: "By accepting this payment, I waive any right to bring suit for back wages under all applicable federal, state, and local laws for overtime wages or any other wage and hour claims from December 1, 2016, through April 30, 2022. I agree that by accepting this payment, I have settled any and all claims for any unpaid wages, liquidated damages, interest, and associated fees and penalties through the date of my signature to endorse this check."

3. SETTLEMENT TERMS AND ADMINISTRATION

3.1 Settlement Amount.

- (A) Defendants agree to pay up the Gross Settlement Amount to fully resolve any and all amounts to be paid to Class Members and the Settlement Claims Administrator's fees and costs. Defendants will deposit the total amount of any payments due to the Named Plaintiff plus any approved amount for Attorneys' Fees and Costs (not to exceed \$250,000) into the QSF within fifteen (15) business days after the Effective Date. Defendants will not be required to pay more than the gross total of Five Hundred Thousand Dollars (\$500,000.00) pursuant to this Agreement under any circumstances, except as provided in Section 3.5(C) below regarding Employer Payroll Taxes.

- (B) Defendants will deposit the Employer Payroll Taxes and total amount of payments for Participating Class Members (other than the Named Plaintiff who properly and timely file Claim Forms into the QSF within thirty (30) business days after (i) receiving all information from the Settlement Claims Administrator necessary to calculate and process such payments; or (ii) the Effective Date, whichever is later.
- (C) The Settlement Claims Administrator will issue checks to Participating Class Members within ten (10) business days after receiving funding from Price Chopper.
- (D) Disputed claims will be resolved by the Settlement Claims Administrator, and Price Chopper's records shall be presumed accurate.
- (E) Participating Class Members will have 120 days from the date of mailing to cash their Settlement Checks (the "Acceptance Period"). Participating Class Members will be informed of the Acceptance Period in the Notice and on the Settlement Checks.
- (F) Any unclaimed funds and unnegotiated Settlement Checks to Participating Class Members that are not cashed within 120 days after the date of mailing shall be void and a stop payment shall be issued on the check. Any unclaimed funds from unnegotiated checks shall revert to Price Chopper within 30 days.

3.2 Settlement Amounts Payable as Attorneys' Fees and Costs.

- (A) At the Fairness Hearing and Motion for Final Approval, Class Counsel will seek approval of Attorneys' Fees and Costs of no more than Two Hundred Fifty Thousand Dollars (\$250,000) and a Service Award for Named Plaintiff in the amount of \$4,000.00. Defendants will not oppose this petition, unless it is inconsistent with the terms of this Agreement.
- (B) The substance of Class Counsel's application for Attorneys' Fees and Costs is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Litigation. The settlement is not conditioned upon the Court's approval of Class Counsel's petition for Attorneys' Fees and Costs and the outcome of any proceeding related to Class Counsel's application for Attorneys' Fees and Costs shall not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval. Defendants will deposit into the QSF any approved amount for Class Counsel's Attorneys' Fees and Costs within fifteen (15) business days after the Effective Date. The Settlement Claims Administrator will transmit payment to Class Counsel within ten (10) business days after receiving funding from Price Chopper.

3.3 Service Awards to Named Plaintiff.

- (A) In return for services rendered to the Class Members, at the Fairness Hearing, the Named Plaintiff will apply to the Court to receive Four Thousand and No/100ths Dollars (\$4,000.00) as a Service Award from the Gross Class Members' Settlement Amount. The total amount of the Service Award will be deducted from

the Gross Class Members' Settlement Amount. Defendants will not oppose such applications. Defendants will deposit into the QSF the Service Awards within fifteen (15) business days after the Effective Date. The Settlement Claims Administrator will transmit the Service Award to the Named Plaintiff within ten (10) business days after receiving funding from Price Chopper. The Named Plaintiff receiving a Service Award shall be required to execute the general release of claims described in paragraph 4.1 (B) of this Agreement.

- (B) The application for a Service Award is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Litigation. The outcome of the Court's ruling on the application for a Service Award will not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval or for Final Judgment and Dismissal.

3.4 Net Settlement Fund and Allocation to Class Members.

- (A) A Class Member's proportionate share of the Net Settlement Fund will be determined by the Settlement Claims Administrator pursuant to the following formula:
 - (1) Add all workweeks for all points for Class Members together to obtain the "Total Denominator;"
 - (2) Divide the number of workweeks for each Class Member by the Total Denominator to obtain each Class Member's "Portion of the Net Settlement Fund;" and
 - (3) Multiply each Class Member's Portion of the Net Settlement Fund by the Net Settlement Fund to determine each Class Member's potential "Settlement Award."
- (B) The Claims Administrator will provide its calculations to Class Counsel and to Price Chopper's Counsel within three (3) business days after completing the calculations referenced in this Section.

3.5 Tax Characterization

- (A) For tax purposes, 50% of payments to Class Members pursuant to Section 3.4 shall be treated as back wages and 50% of such payments shall be treated as interest and/or liquidated damages.
- (B) Payments treated as back wages pursuant to Section 3.5(A) shall be made net of all applicable employment taxes ordinarily borne by employees and shall be reported to the Internal Revenue Service ("IRS") and the payee under the payee's name and Social Security Number on an IRS Form W-2. Payments treated as interest and/or liquidated damages pursuant to Section 3.5(A) shall be made without tax withholding and shall be reported to the IRS and the payee, to the extent required

by law, under the payee's name and Social Security Number on an IRS Form 1099. Payments of attorneys' fees and costs pursuant to Section 3.2 shall be made without tax withholding and reported to the IRS and the payee under the payee's name and taxpayer identification number, which each such payee shall provide for this purpose, on an IRS Form W-9.

- (C) Employer Payroll Taxes shall not come out of the Gross Settlement Amount but shall be paid by Price Chopper in addition to any claimed amount of the Net Settlement Fund.
- (D) Plaintiffs acknowledge and agree that each will be solely responsible for all taxes, interest and penalties due with respect to any payment received pursuant to this Agreement (other than taxes specified in Section 3.5(C)) and will indemnify, defend and hold Defendants and the Settlement Claims Administrator harmless from and against any and all taxes or penalties imposed on Defendants or the Settlement Claims Administrator for taxes due under the settlement, unless such liability is directly caused by Price Chopper or the Settlement Claims Administrator.
- (E) The employee portion of all applicable income and payroll taxes will be the sole responsibility of the individual Class Member receiving a Settlement Check.

4. RELEASE

4.1 Release of Claims.

By operation of the entry of the Judgment and Final Approval, and except as to such rights or claims as may be created by this Agreement:

- (A) Named Plaintiff and each Class Member who received Notice pursuant to this Agreement (except persons who timely and properly opt out of the settlement under Section 2.5 above) forever and fully release Defendants from all wage and hour claims that were asserted, or could have been asserted during the litigation, under any state or local law by and on behalf of the Class Members. This includes all claims under federal, state and local law for unpaid wages, and any related wage and hour claims, penalties, liquidated damages and interest on such claims, and attorneys' fees and costs related to such claims relating to Class Members' employment with Defendants as Department Managers (or Team Leaders) from December 1, 2016, to April 30, 2022.
- (B) In addition to the Released Claims above, by signing and cashing his Settlement Check, Named Plaintiff receiving a Service Award additionally waive, release and discharge Defendants from all claims, demands, causes of action, and liabilities, whether known or unknown, relating to their employment with Defendants, including but not limited to claims under the Americans With Disabilities Act, National Labor Relations Act, Fair Labor Standards Act (including but not limited to claims for overtime compensation), Equal Pay Act, Employee Retirement Income Security Act of 1974, Worker Adjustment and Retraining Notification

Act, Title VII of the Civil Rights Act of 1964, Civil Rights Acts of 1866, 1871 and 1991, Age Discrimination in Employment Act, Family and Medical Leave Act, and any other federal, state or local statute, regulation, and order, and in common law, through the date the Named Plaintiffs sign this Agreement. Named Plaintiff does not release any claim that cannot be released as a matter of law or rights under this Agreement.

(C) Nothing in this Agreement will be considered a waiver of any claims by Class Members that may arise after April 30, 2022.

4.2 Non-Admission of Liability. Defendants have agreed to the terms of settlement herein without in any way acknowledging any fault or liability, and with the understanding that terms have been reached because this settlement will (i) provide substantial benefits to Defendants' shareholders, (ii) avoid the further expense and disruption of Defendants' business due to the pendency and expense of litigation, and (iii) put the claims in the Litigation finally to rest. Nothing in this Agreement shall be deemed or used as an admission of liability by Defendants, or as an admission that a class should have been certified for any purpose other than settlement purposes.

5. INTERPRETATION AND ENFORCEMENT

5.1 Cooperation Between the Parties; Further Acts. The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Court's approval of this Agreement and all of its terms. Each party, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

5.2 No Assignment. Class Counsel and the Named Plaintiff, on behalf of the individual Class Members, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.

5.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.

5.4 Binding Effect. This Agreement shall be binding upon the Parties and, with respect to the Named Plaintiff and all Class Members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns.

5.5 Arms' Length Transaction; Materiality of Terms. The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

- 5.6** Captions. The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 5.7** Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.
- 5.8** Blue Penciling/Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 5.9** Governing Law. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the Commonwealth of Pennsylvania, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.
- 5.10** Continuing Jurisdiction. The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the settlement contemplated thereby.
- 5.11** Waivers, etc. to Be in Writing. No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 5.12** Publicity. The Parties and their counsel will keep terms and conditions of the settlement confidential (except to the extent necessary to advise clients and Class Members), and will not contact, or comment to, the media about the settlement, prior to submission to the court for preliminary approval. After submission to the Court of the Motion for Preliminary Approval, neither the Named Plaintiff nor Class Counsel, or Defendants or Defendants' Counsel, may make any public comment, communications to media, or any form of advertising or public announcement (including social media) regarding the case, except to limit their comments to "the Parties were able to reach a mutually acceptable resolution of this matter and Price Chopper denies any wrongdoing." Notwithstanding the foregoing, the Parties shall have the right to disclose this Agreement as may be required under federal or state tax and/or securities laws or under generally accepted accounting principles, and may disclose in legal proceedings a summary of the terms of this Agreement.

- 5.13 When Agreement Becomes Effective; Counterparts. This Agreement shall become effective upon its execution. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.
- 5.14 Facsimile and Email Signatures. Any party may execute this Agreement by causing its counsel to sign on the designated signature block below and transmitting that signature page via facsimile or email to counsel for the other party. Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

WE AGREE TO THESE TERMS,

DATED: ^{December} ~~November~~ 22, 2023

THE GOLUB CORPORATION

By: _____

Its: _____

DATED: ^{December} ~~November~~ 22, 2023

**PRICE CHOPPER OPERATING CO. OF
PENNSYLVANIA, INC.**

By: _____

Its: _____

DATED: November 11, 2023
11/11/2023

PHILIP CARDINALE

Philip Cardinale

Exhibit A

Court of Common Pleas of Luzerne County, Pennsylvania

Philip Cardinale v. The Golub Corp., et al., Civil Action No. 2018-11684

CLAIM FORM

YOUR ESTIMATED SETTLEMENT SHARE: If you properly submit this Claim Form by the deadline, and the Court approves the settlement, you should receive approximately \$_____, minus applicable taxes.

DEADLINE: To receive your settlement payment, you must complete, sign, and return this Claim Form in the enclosed pre-paid envelope. Your Claim Form must be postmarked or received on or before **INSERT DATE 60 days from date of mailing**. If you lose the envelope, you should send the Claim Form to:

ILYM Group, Inc.
Attn: XXX
Address
Main Telephone: XX
T: XX F: XX
email website

CHANGE OF ADDRESS: If you change your address, please inform the Settlement Administrator of your new address to ensure processing of your claim. It is your responsibility to keep a current address on file with the Settlement Administrator.

RELEASE: By signing, dating, and returning this Claim Form, you agree to be bound by the Settlement Agreement negotiated by Class Counsel, you agree to the following release: I fully, finally and forever release Defendants from all wage and hour claims for unpaid wages (including overtime wages) asserted under the federal Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b), the Pennsylvania Minimum Wage Act, and any related wage and hour claims, any liquidated damages, penalties, or interest on such claims, and any attorneys' fees and costs related to such claims relating to my employment with Defendants as a Team Leader from December 1, 2016, through April 30, 2022.

I declare under penalty of perjury that the above information is true and correct.

Date

Signature

Last Four Digits of Social Security Number

Name (Printed)

YOU MUST SUBMIT THIS CLAIM FORM BY NO LATER THAN INSERT DATE 60 days from date of mailing TO BE ELIGIBLE FOR PAYMENT.

BE SURE YOU HAVE SIGNED AND DATED THIS FORM.