AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Amended Class Action and PAGA Settlement Agreement ("Agreement" or "Settlement") is made by and between plaintiffs Anna Delgado and Paula Perugini ("Plaintiffs"), and defendants Ralphs Grocery Company ("Ralphs") and Food 4 Less of California, Inc. (together with Ralphs, "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as the "Parties," or individually as a "Party."

1. DEFINITIONS.

1.1 "Action" means plaintiffs Anna Delgado's and Paula Perugini's consolidated lawsuit alleging wage and hour violations against Defendants on behalf of a putative class captioned *Anna Delgado et al . v. Food 4 Less of California, Inc., et al.*, Los Angeles County Superior Court Case No. 22STCV23722, initiated on March 30, 2022 ("*Delgado*") and consolidated with *Paula Perugini v. Food 4 Less of California, Inc., et al.* (Orange County Superior Court Case No. 30-2023-01303146-CU-OE-CXC) (*Perugini I*) and *Paula Perugini v. Food 4 Less of California, Inc., et al.* (Orange County Superior Court Case No. 30-2023-01316111-CU-OE-CXC) (*Perugini II*) on April 14, 2026. . The Action has been coordinated under *Food 4 Less Wage and Hour Cases*, pending in Los Angeles County Superior Court JCCP No. 5331.

1.2 "Administrator" means ILYM Group Inc., the neutral third-party entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 "Class" means all current and former non-exempt associates employed by Ralphs's Food 4 Less division in California at any time during the Class Period.

1.5 "Class Counsel" means Lebe Law, APLC and James Hawkins APLC.

1.6 "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.7 "Class Data" means Class Member and PAGA Group Member identifying information in Ralphs's possession, including the Class Member's and/or PAGA Group Member's name, last-known mailing address, Social Security number, and number of Class Workweeks and PAGA Pay Periods.

1.8 "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Group Member).

1.9 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10 "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.11 "Class Period" means the period from March 30, 2018 to the date of preliminary approval of this Settlement or December 5, 2025 (60 days from the October 6, 2025 mediation of the Action), whichever is sooner.

1.12 "Class Representatives" means the named plaintiffs Anna Delgado and Paula Perugini in the Action seeking Court approval to serve as Class Representatives.

1.13 "Class Representative Service Payment(s)" means the payment to each Class Representative for initiating her respective Action(s) and providing services in support of the Action.

1.14 "Class Workweek(s)" means the number of weeks in the Class Period during which a Class Member worked as a non-exempt associate employed by Ralphs's Food 4 Less division in California for at least one day. Class Workweeks shall be calculated according to Ralphs's records.

1.15 "Court" means the Superior Court of California, County of Los Angeles.

1.16 "Defendants" means named defendants Ralphs Grocery Company and Food 4 Less of California, Inc.

1.17 "Defense Counsel" means Davis Wright Tremaine LLP.

1.18 "Effective Date" means either (a) the date 60 days after the Court enters Judgment on its Order Granting Final Approval of the Settlement, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal, or other effort to obtain review of the Judgment, the date sixty (60) days after such reconsideration, appeal, or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise.

1.19 "Final Approval" means the Court's order granting final approval of the Settlement.

1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21 "Gross Settlement Amount" means $9,000,000.00, which is the total amount Ralphs agrees to pay on behalf of both Defendants for any and all purposes in full and final Settlement of this matter. The Gross Settlement Amount will be used to pay the Individual Class Payments, Individual PAGA Payments, LWDA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. Under no circumstances shall Defendants pay any sum above the Gross Settlement Amount under this Settlement, except that Ralphs will additionally pay the employer-side payroll taxes on the Wage Portions of the Individual Class Payments.

1.22 "Individual Class Payment(s)" means a Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Class Workweeks the Participating Class Member worked as a non-exempt associate employed by Ralphs's Food 4 Less division in California during the Class Period.

1.23 "Individual PAGA Payment(s)" means a PAGA Group Member's share of 25% of the PAGA Settlement Amount calculated according to the number of PAGA Pay Periods the PAGA Group member worked as a non-exempt associate employed by Ralphs's Food 4 Less division in California during the PAGA Period.

1.24 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.25 "LWDA" means the California Labor & Workforce Development Agency.

1.26 "LWDA Payment" means the 75% of the PAGA Settlement Amount paid to the LWDA.

1.27 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28 "Non-Participating Class Member(s)" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29 "PAGA Group" means all current and former non-exempt associates employed by Ralphs's Food 4 Less division in California at any time during the PAGA Period.

1.30 "PAGA Group Member" means a member of the PAGA Group.

1.31 "PAGA Settlement Amount" means the total amount ($450,000.00) of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated as 25% to the PAGA Group ($112,500.00) and 75% to the LWDA ($337,500.00) in settlement of the PAGA claims.

1.32 "PAGA Period" means from the period from March 10, 2022 to the date of preliminary approval of this Settlement or December 5, 2025 (60 days from the October 6, 2025 mediation of the Action), whichever is sooner.

1.33 "PAGA Notices" means the notice dated January 23, 2023 filed on behalf of Paula Perugini with the LWDA against Defendants, and the notice dated January 16, 2022, filed on behalf of Anna Delgado with the LWDA against Defendants.

1.34 "PAGA Pay Period(s)" means the number of weeks in the PAGA Period during which a PAGA Group Member worked as a non-exempt associate employed by

Ralphs's Food 4 Less division in California for at least one day. PAGA Pay Periods shall be calculated according to Ralphs's records.

1.35 "Participating Class Member(s)" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36 "Plaintiffs" means Anna Delgado and Paula Perugini, the named plaintiffs in the Action.

1.37 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38 "Released Class Claims" means all claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in the complaints in the Action or PAGA Notices, or that could have been alleged against any of the Released Parties, arising from, related to, or based on the same set of operative facts as those set forth in the complaints in the Action or PAGA Notices or based on any facts discovered in the course of litigating the Action during the Class Period, including (without limitation): (i) all claims for unpaid wages, including unpaid minimum wages, straight-time wages, and overtime wages; (ii) all claims for meal and rest break violations and for failure to pay meal and rest break premiums; (iii) all claims for failure to pay reporting time pay; (iv) all claims for failure to timely pay wages upon termination; (v) all claims for failure to timely pay wages during employment; (vi) all claims for failure to reimburse necessary business expenses; (vii) all claims for wage statement violations and failure to maintain accurate records; and (viii) all claims asserted under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1199, and 2802, and the Wage Orders promulgated thereunder based on the preceding claims listed in (i) through (viii), California Business & Professions Code § 17200 et seq., California Civil Code sections 3287 and 3288, and California Code of Civil Procedure sections 382 and 1021.5. Expressly excluded from the Released Class Claims are (a) claims for wages in Workers' Compensation and Unemployment Insurance benefit cases and (b) claims for benefits under the Employee Retirement Income Security Act of 1974 (ERISA).

1.39 "Released PAGA Claims" means all claims asserted pursuant to California Labor Code section 2698 *et seq*., that arise out of or are related to the claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in the complaints in the Action or PAGA Notices, or that could have been alleged against any of the Released Parties, arising from, related to, or based on the same set of operative facts as those set forth in the complaints in the Action or PAGA Notices or based on any facts discovered in the course of litigating the Action during the PAGA Period, including (without limitation), all claims for PAGA penalties based on alleged (i) all claims for unpaid wages, including unpaid minimum wages, straight-time wages, and overtime wages; (ii) all claims for meal and rest break violations and for failure to pay meal and rest break premiums; (iii) all claims for failure to pay reporting time pay; (iv) all claims for failure to timely pay wages upon termination; (v) all claims for failure to timely pay wages during employment; (vi) all claims for failure to reimburse necessary business expenses; (vii) all claims for wage statement violations and failure to maintain accurate records; and (viii) all claims asserted under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1199, and 2802, and the Wage Orders promulgated thereunder based on the preceding claims listed in (i) through (viii).

1.40 "Released Parties" means Ralphs Grocery Company, Food 4 Less of California, Inc., and each of their present, former, or future parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors and assigns, and each of their respective present, past or future officers, directors, employees, partners (both general and limited), members, shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal representatives.

1.41 "Request for Exclusion" means a Class Member's submission of a written request to the Administrator to be excluded from the Class Settlement signed by the Class Member.

1.42 "Response Deadline" means 45 days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which a Class Member may: (a) fax, email, or mail his or her Request for Exclusion to the Administrator, or (b) fax, email, or mail his or her Objection to the Settlement to the Administrator. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the 45 days otherwise provided.

1.43 "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On January 16, 2022, plaintiff Anna Delgado, a former non-exempt employee of Ralphs's Food 4 Less division, filed a PAGA Notice with the LWDA, alleging various wage-and-hour claims under California law.

2.2 On March 30, 2022, plaintiff Anna Delgado commenced an action by filing a wage-and-hour putative class action complaint in Alameda County Superior Court against Defendants, Case No. 22CV009140 (*Delgado*). On May 20, 222, the parties stipulated to transfer the *Delgado* Action to Los Angeles County Superior Court. The transfer occurred on July 22, 2022, and the *Delgado* Action was assigned a new case number, Los Angeles County Superior Court Case No. 22STCV23722. The operative First Amended Complaint in the *Delgado* Action was filed on July 26, 2022 (the "*Delgado* Complaint"). The operative *Delgado* Complaint alleges eleven causes of action for: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to timely pay all wages; (4) failure to pay reporting time pay; (5) failure to provide meal periods; (6) failure to permit rest breaks; (7) failure to provide accurate itemized wage statements; (8) failure to reimburse all business expenses; (9) failure to pay wages due upon separation of employment; (10) unfair business practices; and (11) civil penalties pursuant to PAGA (Lab. Code, § 2698 *et. seq*.).

2.3 On January 17, 2023, Defendants answered the *Delgado* Complaint, generally denying all of the allegations contained in it and asserting a number of affirmative defenses.

2.4 On January 17, 2023, plaintiff Delgado's third cause of action was dismissed. On January 3, 2025, plaintiff Delgado's eleventh cause of action for civil penalties pursuant to PAGA was dismissed.

2.5 On January 23, 2023, plaintiff Paula Perugini, a former non-exempt employee of Ralphs's Food 4 Less division, filed a PAGA Notice with the LWDA, alleging various wage-and-hour claims under California law.

2.6 On January 23, 2023, plaintiff Paula Perugini commenced an action by filing a wage-and-hour putative class action complaint in Orange County Superior Court against Defendants, Case No. 30-2023-01303146-CU-OE-CXC (*Perugini I*). The operative *Perugini I* Complaint alleges eleven causes of action for: (1) failure to pay wages, including overtime; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to timely pay wages at termination; (5) failure to provide accurate wage statements; and (6) unfair business practices.

2.7 On January 31, 2025, Defendants answered the *Perugini I* Complaint, generally denying all of the allegations contained in it and asserting a number of affirmative defenses.

2.8 On January 23, 2023, plaintiff Perugini commenced a second action by filing a PAGA complaint in Orange County Superior Court against Defendants, Case No. 30-2023-01316111-CU-OE-CXC (*Perugini II*). The operative *Perugini II* Complaint seeks civil penalties pursuant to PAGA based on the same alleged violations and theories of liability asserted in the *Perugini I* Complaint.

2.9 On January 31, 2025, Defendants answered the *Perugini II* Complaint, generally denying all of the allegations contained in it and asserting a number of affirmative defenses.

2.10 On May 3, 2023, plaintiff Perugini reportedly petitioned to coordinate *Delgado*, *Perugini I*, and *Perugini II*. On April 16, 2024, plaintiff Perugini officially submitted her coordination petition to the Judicial Council. On July 1, 2024, the Coordination Motion Judge heard and granted Plaintiff Perugini's petition, and ordered the actions to be coordinated as the *Food 4 Less Wage and Hour Cases*, JCCP No. 5331.

2.11 A mediation was held with mediator Antonio Piazza on October 6, 2025, at which time the Parties reached an agreement to resolve the *Delgado*, *Perugini I*, and *Perugini II* action in their entirety.

2.12 In connection with the October 6, 2025 mediation, Plaintiffs requested and Ralphs provided information related to employees who worked for Ralphs as non-exempt associates of its Food 4 Less division in California, including the total number of employees, total number of workweeks, and average rate of pay, among other things. Ralphs also produced various documents requested by Plaintiffs before the mediation, many of which were already produced in the course of discovery, including employee handbooks and time and payroll records for all putative class members. In these and other ways, the Parties investigated the facts and analyzed the relevant legal issues with regard to the claims in the Action and Defendants' defenses to them. Based on this investigation and analysis, Plaintiffs believe the Action has merit, while Defendants believe the Action has no merit. Plaintiffs submit that their investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.13 On April 10, 2026, the Parties submitted a stipulation to consolidate the *Delgado*, *Perugini I,* and *Perugini II* actions. On April 14, 2026, the Court subsequently granted the Parties' stipulation and consolidated the matters under the *Delgado* Action.

2.14 The Parties have each considered the uncertainties of continued litigation and the benefits to be obtained under the proposed settlement, and have considered the costs, risks, and delays associated with the continued prosecution of the Action and the likely appeals of any rulings in favor of Plaintiffs or Defendants.

2.15 The Parties, through their counsel, have engaged in arm's-length negotiations concerning a resolution of the Action, Released Class Claims, and Released PAGA Claims.

2.16 It is the Parties' intention and the objective of this Agreement to avoid the costs of further litigation and trial, and to settle and dispose of, fully and completely and forever, the claims released and described herein.

2.17 The Court has not granted class certification and the Parties have not briefed the issue of class certification. The Court has not ruled on the merits of Plaintiffs' claims or Defendants' defenses.

2.18 The Parties, Class Counsel, and Defense Counsel represent that they are aware of one pending litigation asserting claims that will be extinguished or affected by the Settlement – the action entitled *Weusi Peterson v. Ralphs Grocery Company et al.* (*Peterson*), Los Angeles County Superior Court Case No. 25STCV04300, filed on February 18, 2025. *Peterson* was added to JCCP No. 5331 on September 5, 2025. Defendants and Defense Counsel represent that they are also aware of one other pending litigation asserting claims that overlap with the Action and would be covered by the Settlement – the action entitled *Carissia Elkins v. Food 4 Less of California, Inc., et al.*, Contra Costa County Superior Court Case No. C24-02383, filed on September 5, 2024. The plaintiff's counsel in *Elkins* have reported to defendant Ralphs and to the *Elkins* court that they have lost contact with their client, and their motion to be relieved as counsel has been granted as of December 18, 2025. As such, the *Elkins* action is unlikely to proceed, regardless of the Settlement.

3. MONETARY TERMS.

3.1 <u>Gross Settlement Amount.</u> Ralphs promises to pay $9,000,000.00 as the Gross Settlement Amount and to separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. Ralphs has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the deadline stated in Section 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 <u>Payments from the Gross Settlement Amount.</u> The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 <u>To Plaintiffs</u>: Class Representative Service Payments of not more than $15,000.00 to each Plaintiff (in addition to any Individual Class Payments and Individual PAGA Payments each Plaintiff is entitled to receive as a Participating Class Member and PAGA Group Member). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount to each Plaintiff. As part of the motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days before the Final Approval Hearing. If the Court approves a Class Representative Service Payment in an amount less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Forms 1099. Each Plaintiff assumes full responsibility and liability for employee taxes owed on her respective Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $3,000,000.00, and a Class Counsel Litigation Expenses Payment of not more than $60,000.00. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Class Counsel will file a motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days before the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS Forms 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed $120,000.00, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $120,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by the Administrator by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members, and (b) multiplying the result by each Participating Class Member's Class Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS Form W-2. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the

"Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on an IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment and will hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and PAGA Group Members. Subject to Court approval, the Parties agree that the amount of $450,000.00 from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the Action by or on behalf of Plaintiffs and PAGA Group Members under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%) of this sum, or $337,500.00, will be paid to the LWDA (the LWDA Payment) and Twenty-Five Percent (25%), or $112,500.00, will be paid to the PAGA Group (the Individual PAGA Payments).

3.2.5.1 Calculation of Individual PAGA Payments. The Administrator will calculate each PAGA Group Member's share of the 25% paid from the PAGA Settlement Amount based on the number of his or her PAGA Pay Periods provided by Defendants. The Administrator will calculate the aggregate total number of PAGA Pay Periods for all PAGA Group Members. The Administrator will divide the 25% share that is to be paid to the PAGA Group by the aggregate total number of PAGA Pay Periods, resulting in the "PAGA Pay Period Value." To determine each PAGA Group Member's Individual PAGA Payment, the Administrator will multiply each individual PAGA Group Member's PAGA Pay Periods by the PAGA Pay Period Value.

3.2.5.2 Tax allocation of Individual PAGA Payments. Each PAGA Group Member will be issued an IRS Form 1099 in connection with these Individual PAGA Payments, which will be counted as penalties rather than wages for tax purposes, and PAGA Group Members will be solely and legally responsible to pay any and all applicable taxes on the payments made pursuant to this Section and will hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Data. Not later than 20 business days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' and PAGA Group Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to the Administrator's employees who need access to the Class Data to effectuate administration of the Settlement under this Agreement. Defendants will promptly notify Class Counsel if they discover that the Class Data omitted Class Member and/or PAGA Group Member identifying information and provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.2 Funding of Gross Settlement Amount. Defendants shall fund the Gross Settlement Amount ($9,000,000.00) and the amount necessary to pay Ralphs's share of payroll taxes on the Wage Portions of the Individual Class Payments by transmitting the funds to the Administrator no later than 10 business days after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 10 business days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and PAGA Payments (including both the Individual PAGA Payments and the LWDA Payment).

4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Participating Class Members and the PAGA Group Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of issuance) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Group Members including Non-Participating Class Members who qualify as PAGA Group Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.3.2 The Administrator must conduct an Address Search for all other Participating Class Members and PAGA Group Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and PAGA Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a requested replacement check to any Participating Class Member and/or PAGA Group Member whose original check was lost or misplaced, prior to the void date.

4.3.3 For any Participating Class Member whose Individual Class Payment check or any PAGA Group Member whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member/PAGA Group Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b).

4.3.4 The payment of Individual Class Payments and/or Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members and/or PAGA Group Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.4 Discharge of Obligations. Defendants shall discharge their obligations to Plaintiffs, Participating Class Members, and PAGA Group Members through the remittance of the Gross Settlement Amount to the Administrator as set forth in Section 4.2, above, regardless of whether checks representing Individual Class Payments and Individual PAGA Payments are actually received and/or negotiated by Plaintiffs (or Class Counsel), Participating Class Members, and/or PAGA Group Members. Once Defendants have complied with their obligation set forth in Section 4.2 above, they will be deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all protections afforded to them and the Released Parties under this Agreement, and shall have no further obligations under the terms of the Agreement, except to cooperate in good faith with Class Counsel and/or the Administrator to resolve any issue that may arise with the administration of the Settlement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the Gross Settlement Amount and the employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, PAGA Group Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' General Release. Plaintiffs, together and individually, and each of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, assigns generally, and all those who claim through each of them or who assert claims on their behalf shall be deemed to have expressly released, waived and relinquished any and all claims, demands, rights, liabilities and causes of action they have or have ever had against any of the Released Parties, whether for economic damages, noneconomic damages, exemplary damages, penalties, restitution, injunctive or declaratory relief, interest, attorneys' fees, costs or any other forms of monetary or non-monetary relief in any way arising out of or relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act at any time, including but not limited to any claims arising from or related to each Plaintiff's employment or termination of that employment. This general release by Plaintiffs shall include all statutory claims, common law claims (including but not limited to those sounding in contract, tort and equity), and claims for compensation to the fullest extent permitted by law. Plaintiffs further agree not to sue or otherwise make a claim against any of the Released Parties for any of the claims that are released pursuant to this Agreement.

5.2 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. Plaintiffs acknowledge together and individually that the general release herein includes potential claims and costs that may not be known or suspected by them to exist, and they hereby expressly and affirmatively waive and relinquish any and all rights and benefits which they may otherwise have relating to the claims released in this Agreement pursuant to Civil Code section 1542, and any similar law of any state or territory of the United States. Civil Code section 1542 states as follows:

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

5.3 Releases by Participating Class Members. All Participating Class Members, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims during the Class Period.

5.4 Releases by PAGA Group Members. All PAGA Group Members, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiff and Class Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval"), which Defendants shall not oppose.

6.1 Plaintiffs' Responsibilities. Plaintiffs and Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice of motion, motion, and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA settlement under Labor Code section 2699, subd.(l)(2); (ii) a draft proposed Order Granting Preliminary Approval (attached hereto as Exhibit B); (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve, competency, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (v) a signed declaration from each

Plaintiff confirming willingness and competency to serve, the timely transmission to the LWDA all of the necessary PAGA documents, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, PAGA Group Members, and the Administrator; and (vi) a signed declaration from Class Counsel attesting to their competency to represent the Class Members, and all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement, other than *Peterson* and *Elkins*, described in Paragraph 2.12 above.

6.2 Responsibilities of Class Counsel. Class Counsel are responsible for expeditiously finalizing and filing the unopposed Motion for Preliminary Approval, for obtaining a prompt hearing date for the Motion for Preliminary Approval, and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Order granting Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group Inc., to serve as the Administrator and verified that, as a condition of appointment, ILYM Group Inc., agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Group Members, Class Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 10 business days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Class Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than five (5) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, challenges to Class Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If at any point before Plaintiffs file their Motion for Final Approval, the Administrator, Defendant, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, telephone number, and last four digits of his or her social security number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice, objects to the Settlement, receives a check for their Individual Class Payments and Individual PAGA Payments, or cashes the check.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the Settlement.

7.5.5 Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Group Members are deemed to release the claims identified in Section 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Class Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks to Defense Counsel and the Administrator's determination resolving the challenge.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney at their own expense to appear in Court) to present oral objections at the Final Approval Hearing. A written objection is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's objection to the Settlement and includes the Class Member's name, address, telephone number, and last four digits of his or her social security number. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any components of the Settlement.

7.7.4 PAGA Group Members have no right to object to any of the PAGA components of the Settlement, whether or not they have objected to the class components of the Settlement as a Participating Class Member.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator will inform Class Counsel and Defense Counsel of the total number of Class Members who timely submitted a valid Request for Exclusion. The Administrator shall retain the originals of all Requests for Exclusion in its files.

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, and challenges to Class Workweeks received and/or resolved ("Weekly Report"). The Weekly Report must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all objections received.

7.8.4 Class Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Class Workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 10 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notices, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS AND PAGA GROUP SIZE ESTIMATES. Based on a review of its records, Ralphs estimates that (1) there are approximately 34,100 Class Members who collectively worked a total of approximately 2,975,000 Class Workweeks as non-exempt associates for Ralphs's Food 4 Less division in California during the Class Period, and (2) there are approximately 21,650 PAGA Group Members who collectively worked a total of approximately 1,375,000 PAGA Pay Periods during the PAGA Period. In the event that the total number of Class Workweeks exceeds the amount of Ralphs's estimate of 2,975,000 Class Workweeks by more than ten percent (10%), Defendants shall have the option to increase the Gross Settlement Amount proportionately. Or, Defendants may, in their sole discretion, adjust the length of the Class Period by moving the end date to an earlier date to avoid triggering this Escalator Clause.

9. DEFENDANTS' RIGHT TO RESCIND. If more than five percent (5%) of the Class Members opt out of the Settlement, then Defendants shall have the option, in their sole discretion, to rescind this Agreement, in which case all of Defendants' obligations under this Agreement shall cease to be of any force or effect, and this Agreement shall be null and void. If Defendants exercise this option, they shall provide Plaintiffs with written notice of their election within seven (7) business days of Defendants' receipt of the final report from the Administrator providing the total number of opt outs, with a copy to the Administrator, at which point the Parties shall return to their respective positions that existed as of October 5, 2025 as set forth in Section 10.5, and no term of this Agreement or any draft thereof, or the negotiation, documentation (including the Memorandum of Understanding), or other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding. Notwithstanding the foregoing, the Parties agree that in the event this Agreement is rescinded by Defendants pursuant to this Section, Ralphs shall pay the expenses incurred by the Administrator through the date of Defendants' election to rescind, not to exceed the amount of the Administration Expenses Payment approved by the Court in the Preliminary Approval Order.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), Proposed Final Approval Order (attached hereto as Exhibit C), and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than five (5) business days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any written objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members or PAGA Group Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Section.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. In the event any appeal is filed from the Judgment, or any other appellate review is sought before the Effective Date, the Parties' obligations to perform under this Agreement will be suspended and administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, and until such time as the Judgment becomes final.

10.5 Nullification of Settlement. In the event that: (i) the Court does not preliminarily approve the Settlement as provided herein, (ii) the Court does not finally approve the Settlement as provided herein, (iii) the Court does not enter the Judgment as provided for herein, or (iv) the Settlement does not become final for any other reason, including the exercise of Defendants' right to rescind as provided under Section 9 above, then this Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Agreement will likewise be treated as withdrawn or vacated by stipulation of the Parties. The Parties shall return to their respective positions that existed as of October 5, 2025 (before the mediation that resulted in this Agreement), and no term of this Agreement or any draft thereof, or the negotiation, documentation or other part or aspect of the Parties' settlement discussions, including the Memorandum of Understanding, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding.

10.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members or PAGA Group Members), this Agreement shall be null and void, as set forth in Section 10.5. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Section, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations contained in the operative complaint in the Action or in the PAGA Notices have merit or that Defendants have any liability for any claims asserted. Defendants contend that all of Ralphs's employment practices comply and have complied with all applicable laws and regulations; that Food 4 Less of California, Inc. never employed any of the Class Members and PAGA Group Members; that Class Members and PAGA Group Members were and are properly compensated for all wages, including (without limitation) minimum wages and overtime wages, were and are properly provided meal periods, were and are properly authorized and permitted to take rest periods, were and are timely paid all final wages, were and are timely paid all wages during employment, were and are provided reporting time pay when appropriate, were and are furnished accurate itemized wage statements, and were and are reimbursed for all necessary business expenses; that Ralphs kept and keep requisite payroll records; that Defendants did not and do not engage in unfair competition, business acts, or practices; and that Defendants' conduct was not and is not willful, knowing and intentional, or otherwise unlawful with respect to any of the claims. Defendants have denied and continue to deny each of the claims alleged and the contentions made by Plaintiffs in the Action or PAGA Notices. Defendants deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action or PAGA Notices and believe they have valid defenses to Plaintiffs' claims. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final

Approval, or enter Judgment, Defendants reserve the right to hold any employee to their arbitration agreement, Defendants reserve the right to contest certification of any putative class for any reasons, Defendants reserve the right to challenge representative action treatment of the Actions for any reasons, and Defendants reserve all available defenses to the claims in the Action or PAGA Notices. The Settlement and this Agreement reflect the compromise and settlement of disputed claims between the Parties, and this Agreement's provisions and any and all drafts, communications or discussions relating thereto do not constitute, are not intended to constitute, and will not under any circumstances be deemed to constitute an admission by Defendants as to the merits, validity, or accuracy of any of the allegations or claims in the Action, nor a waiver of any defense. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate, or publicize any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to a party, counsel, or a court or administrative agency in any related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Except as provided in this Section, Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect.

12.3 No Press Releases/Public Comment. Unless they first obtain Defendants' express written consent, Class Counsel and Plaintiffs shall not (a) discuss, reveal, disclose, publicize, or promote the terms of this Settlement, or the negotiations leading to this Settlement, to any third party (including but not limited to the media, the legal community, or the public at large), or (b) issue any press releases or initiate any contact with the media regarding the Settlement, or otherwise advertise or publicize the Settlement, although Class Counsel may publicize the Settlement in general terms without reference to any identifying case information and without reference to the name of Defendants or any Released Parties. Nothing in this Agreement is intended to prevent Plaintiffs or Class Counsel from disclosing or discussing the terms of this Settlement (i) with the Court, (ii) with any Class Member, (iii) with the Administrator, or (iv) as otherwise required by law.

12.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment.

12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. Notwithstanding the foregoing, this Agreement does not prohibit any Participating Class Member or PAGA Group Member from accepting and negotiating a check for an Individual Class Payment or Individual PAGA Payment in connection with the Settlement, notwithstanding any release previously executed between any Participating Class Member or PAGA Group Member and Defendants, including pursuant to a prior severance agreement.

12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.7 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, they have read this Agreement and have had it fully explained to them by such counsel, and they are fully aware of the contents of this Agreement and of its legal effect.

12.8 Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of either Party, or of any other person, firm or entity. Each Party has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as she or it deems necessary.

12.9 Cooperation. The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to execution and delivery of any and all additional papers, documents, and other assurances and taking such other action that may be reasonably necessary to implement the terms of this Agreement. The Parties and their counsel shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, to effectuate this Agreement and the terms set forth herein.

12.10 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.

12.11 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.12 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.13 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.14 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.15 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.16 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.17 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of employment data for the Class provided to Class Counsel by Defendants in connection with the Action, the mediation sessions, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs and Class Counsel shall destroy all paper and electronic versions of data and information received from Defendants unless, before the Court's discharge of the Administrator's obligation, Defendants make a written request to return such data and information.

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

12.19 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.20 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or on a federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

12.21 Execution in Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or electronically (i.e., PDF or DocuSign), which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.22 Stay of Litigation. The Parties agree that upon the execution of this Agreement, and subject to the Court's approval, the litigation may be stayed, except to effectuate the terms of this Agreement. Pursuant to California Code of Civil

Procedure section 583.330, the Parties further agree that upon the execution of this Agreement, any period of time during which the Action has been stayed by the Court for purposes of the approval and administration of this Settlement shall be excluded in computing the time within which the Action must be brought to trial pursuant to California Code of Civil Procedure section 583.310.

13. SIGNATURES.

Signed by:

57AE2DD70390806...

Date 5/4/2026 __________________

Anna Delgado
Plaintiff

Date __________________

Paula Perugini
Plaintiff

Date __________________

Steven J. Prough
As an authorized representative for Defendants Ralphs Grocery Company and Food 4 Less of California, Inc.

Approved as to Form and Content and Agreed as to the Confidentiality Provision (Section 12.2) and Publicity Provision (Section 12.3)

Date May 4, 2026

Jonathan M. Lebe
Lebe Law, APLC
Counsel for Plaintiff Anna Delgado

Date __________________

James R. Hawkins
James Hawkins APLC
Counsel for Plaintiff Paula Perugini

Date __________________

Tritia M. Murata
Counsel for Defendants Ralphs Grocery Company and
Food 4 Less of California, Inc.

Procedure section 583.330, the Parties further agree that upon the execution of this Agreement, any period of time during which the Action has been stayed by the Court for purposes of the approval and administration of this Settlement shall be excluded in computing the time within which the Action must be brought to trial pursuant to California Code of Civil Procedure section 583.310.

13. SIGNATURES.

Date ____________________

____
Anna Delgado
Plaintiff

Date 5/4/2026

Signed by:
9043837701B642D...
Paula Perugini
Plaintiff

Date ____________________

____
Steven J. Prough
As an authorized representative for Defendants Ralphs Grocery Company and Food 4 Less of California, Inc.

Approved as to Form and Content and Agreed as to the Confidentiality Provision (Section 12.2) and Publicity Provision (Section 12.3)

Date ____________________

____
Jonathan M. Lebe
Lebe Law, APLC
Counsel for Plaintiff Anna Delgado

Date 05/04/2026

James R. Hawkins
James Hawkins APLC
Counsel for Plaintiff Paula Perugini

Date ____________________

____
Tritia M. Murata
Counsel for Defendants Ralphs Grocery Company and
Food 4 Less of California, Inc.

Procedure section 583.330, the Parties further agree that upon the execution of this Agreement, any period of time during which the Action has been stayed by the Court for purposes of the approval and administration of this Settlement shall be excluded in computing the time within which the Action must be brought to trial pursuant to California Code of Civil Procedure section 583.310.

13. SIGNATURES.

Date ________________

____
Anna Delgado
Plaintiff

Date ________________

____
Paula Perugini
Plaintiff

Date 5/4/2026

DocuSigned by:
Steve J. Prough
C872B19B5B64427...
Steven J. Prough
As an authorized representative for
Defendants Ralphs Grocery Company and
Food 4 Less of California, Inc.

Approved as to Form and Content and Agreed as to the Confidentiality Provision (Section 12.2) and Publicity Provision (Section 12.3)

Date ________________

____
Jonathan M. Lebe
Lebe Law, APLC
Counsel for Plaintiff Anna Delgado

Date ________________

____
James R. Hawkins
James Hawkins APLC
Counsel for Plaintiff Paula Perugini

Date 05/04/2026

Tritia M. Murata
Tritia M. Murata
Counsel for Defendants Ralphs
Grocery Company and
Food 4 Less of California, Inc.

EXHIBIT A

Superior Court of California, County of Los Angeles
***Anna Delgado, et al. v. Food 4 Less of California*, Inc., Case No. 22STCV23722**

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION

Included Action
Anna Delgado et al., v. Food 4 Less of California, Inc., et al., Los Angeles County Superior Court Case No. 22STCV23722, consolidated with *Paula Perugini v. Food 4 Less of California, Inc., et al.* (originally filed in Orange County Superior Court as Case No. 30 2023 01303146 CU OE CXC) and *Paula Perugini v. Food 4 Less of California, Inc., et al.* (originally filed in Orange County Superior Court as Case No. 30 2023 01316111 CU OE CXC) (herein referred to as the "Action")

A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
Your legal rights could be affected whether you act or not.

To: **Class Members**: All current and former non-exempt associates employed by Ralphs Grocery Company's Food 4 Less division in California at any time between March 30, 2018 and December 5, 2025.

PAGA Group Members: means all current and former non-exempt associates employed by Ralphs Grocery Company's Food 4 Less division in California at any time between March 10, 2022 to December 5, 2025.

A consolidated Class and representative action under the Private Attorneys General Act of 2004 ("PAGA") was brought on behalf of the Class and PAGA Group Members (defined above) by Plaintiffs Anna Delgado and Paula Perguini ("Plaintiffs") against Defendants Ralphs Grocery Company ("Ralphs") and Food 4 Less of California, Inc., (together with Ralphs, "Defendants") and has been settled. As explained in this Notice, if the Court approves the Settlement, then you may be eligible to receive a payment pursuant to the Settlement. You are receiving this Notice because Ralphs's records indicate that you are a Class Member.

If you are a Class Member and/or a PAGA Group Member, then you are eligible for payment from the Settlement described in this Notice without taking any action.

PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE YOUR SETTLEMENT CHECK	If you want to participate and receive your share of the money from the Class and PAGA Settlement, you do not need to do anything. If you do nothing, you will be mailed a settlement payment, and in exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Class Claims and Released PAGA Claims, defined below).

EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	If you ask to be excluded from the Class portion of the Settlement, then you will not receive any money from the Class Settlement, and you will keep any rights as an individual to sue Defendants for the same legal claims being settled here. You may exclude yourself from the settlement by submitting a signed written Request for Exclusion according to the instructions contained in this Notice. **The deadline to submit a Request for Exclusion is [45 calendar days from date of mailing].** If you are also a PAGA Group Member, then you will receive a portion of the PAGA Settlement Amount and be bound by the release of Released PAGA Claims regardless of whether you exclude yourself from the Class portion of the Settlement.
OBJECT	You have the right to object to the Class portion of the Settlement by submitting your written objection to the Settlement Administrator according to the instructions contained in this Notice. Alternatively, you have the right to appear at the Final Approval Hearing to present your objection orally. However, if you submit a Request for Exclusion from the Settlement, you will not be covered by the Class portion Settlement and therefore will not be able to object to it. PAGA Group Members have no right to object to any of the PAGA components of the Settlement. **The deadline to submit a written objection is [45 calendar days from date of mailing].**

- **Your rights and options – and the deadlines to exercise them – are explained in this Notice.**

- **Ralphs will not retaliate against or favor any Class Member for either remaining in the Class and receiving a payment or choosing another option provided in this Notice.**

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this Notice because you have a right to know about the proposed Settlement of the Action, and about all of your options, before the Court decides whether to approve the Settlement. This Notice explains the Action, the Settlement, your legal rights, the payments that are available, who is eligible to receive the payments, and how to get them.

2. What is the Action about?

On March 20, 2022, Anna Delgado ("Plaintiff Delgado") filed a Class Action Complaint in the Superior Court of California for the County of Los Angeles against Defendants, thereby commencing the action entitled *Anna Delgado v. Food 4 Less of California, Inc., et al.*, Los Angeles County Superior Court Case No. 22STCV23722 (the "*Delgado* Action") alleging the following claims: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to timely pay all wages, (4) failure to pay reporting time pay, (5) failure to provide meal periods, (6) failure to permit rest breaks, (7) failure to provide accurate and itemized wage statements, (8) failure to reimburse business expenses, (9) failure to pay wages upon separation, and (10) unfair competition

("UCL"). On July 26, 2022, Plaintiff Delgado filed a First Amended Complaint to add an eleventh cause of action seeking PAGA penalties for the same underlying violations.

On January 23, 2023, Plaintiff Paula Perugini ("Plaintiff Perugini") filed a Class Action Complaint in the Superior Court of California for the County of Orange against Defendants, thereby commencing the action entitled *Paula Perugini v. Food 4 Less of California, Inc., et al*, 30-2023-01303146-CU-OE-CXC (the "*Perugini I* Action") alleging the following claims: (1) failure to pay wages including overtime wages, (2) failure to provide meal periods, (3) failure to permit rest breaks, (4) failure to pay wages upon separation, (5) failure to provide accurate and itemized wage statements, and (6) UCL.

On March 30, 2023, Plaintiff Perugini filed a separate action entitled *Paula Perugini v. Food 4 Less of California, Inc., et al*, 30-2023-0131611-CU-OE-CXC (the "*Perugini II* Action") seeking PAGA penalties for the same underlying violations alleged in the *Perugini I* Action.

The *Delgado, Perugini I*, and *Perugini II* Actions were coordinated under the title *Food 4 Less Wage and Hour Cases*, pending in Los Angeles County Superior Court JCCP No. 5331.

On April 14, 2026, the Los Angeles County Superior Court consolidated the *Delgado*, *Perugini I,* and *Perugini II* Actions referenced above into a singular consolidated proceeding under the *Delgado* case title and number (the "Action").

Defendants deny violating any laws or failing to pay any wages and contend they complied with all applicable laws. Defendants asserted numerous procedural and legal defenses to the Action and contend that the facts and applicable law do not allow for any monetary or other relief to the Class Members or PAGA Group Members. The Plaintiffs and Defendants (collectively the "Parties") have agreed to settle the Action to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the Plaintiffs' claims in the Action have merit or that Defendants have any liability to the Plaintiffs or the groups of individuals that the Plaintiffs seek to represent in the Action. The Court has not made any determination as to whether the Plaintiffs' claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of the Plaintiffs or Defendants. Instead, the Parties agreed to resolve the Action with no decision or admission of who is right or wrong.

THE TERMS OF THE SETTLEMENT

3. <u>What is the Settlement Amount?</u>

The proposed Settlement provides for a payment of $9,000,000.00 to resolve all claims fully and finally in the Action (referred to as the "Gross Settlement Amount"). Class Counsel will apply to the Court for attorneys' fees of up to one-third (i.e., 33.333%) of the Gross Settlement Amount; litigation costs and expenses not to exceed $60,000.00; Class Representative Service Payments of up to $15,000.00 for each of the two Plaintiffs for their work and effort in prosecuting the Action and in exchange for a general release of all claims; an Administration Expenses Payment to ILYM (the "Settlement Administrator"), not to exceed $120,000.00; and a $450,000.00 PAGA Payment to the California Labor Workforce and Development Agency ("LWDA") and PAGA Group Members in settlement of claims for penalties under PAGA. The exact amounts of these payments will be determined by the Court at the Final Approval hearing regarding the approval of the Settlement.

Following the Court-approved deductions, the remaining portion of the Gross Settlement Amount, the Net Settlement Amount ("NSA") will be apportioned and paid out to all "Participating Class Members" who are Class Members who have not timely requested to be excluded from the Settlement. They each will receive an

"Individual Class Payment." No portion of the Settlement Amount will revert to Defendants under any circumstances.

4. How will the Individual Class Payments be calculated, and how much will I receive?

Participating Class Members will receive a pro-rata share of the NSA based on the number of workweeks they worked for Ralphs's Food 4 Less division in California between March 30, 2018 and December 5, 2025 (the "Class Period") in relation to the total number of workweeks worked by all Participating Class Members during the Class Period. The number of workweeks worked will be calculated according to Ralphs's records, which will be verified by the Settlement Administrator.

Based on Ralphs's records, you worked ___ workweeks during the Class Period, and your estimated Individual Class Payment is $_______. The actual amount that you receive may be lower or higher than the amount estimated. If you wish to dispute your number of workweeks worked during the Class Period, you must notify the Settlement Administrator in writing, no later than forty-five (45) days after the mailing of this Notice. You should provide proof that you worked a different number of workweeks during the Class Period. Following the consideration of any dispute, the Settlement Administrator's determination of each Class Member's allocation of Class Workweeks shall be final and not appealable or otherwise susceptible to challenge.

You will be responsible for the tax consequences of your Individual Class Payment, for filing your own returns, for reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. You should consult with a tax advisor concerning the tax consequences of the Individual Class Payment you could receive under the Settlement.

5. How will the PAGA Payment be distributed?

The Parties will seek approval from the Court to designate $450,000.00 of the Settlement Amount as penalties recoverable under the PAGA. Seventy-Five percent (75%) of this amount, or $337,500.00, will be paid to the LWDA, as required by law. The remaining 25% of this amount, or $112,500.00, will be distributed to PAGA Group Members. The Individual PAGA Payments are paid in addition to any Individual Class Payments.

If you are a PAGA Group Member, you will be responsible for the tax consequences of your Individual PAGA Payment, for filing your own returns, for reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. You should consult with a tax advisor concerning the tax consequences of the Individual PAGA Payment you could receive under the Settlement.

Not all Class Members qualify as PAGA Group Members. You are only a PAGA Group Member if you worked for Ralphs's Food 4 Less division in California during the period between March 10, 2022 and December 5, 2025 (the "PAGA Period"). The Individual PAGA Payments will be calculated on a pro-rata basis based on the number of pay periods that you worked for Ralphs during the PAGA Period, based on Ralphs's records.

HOW TO GET PAYMENT

6. How can I get my settlement payment?

If the Court approves the Settlement, you do not need to take any action to receive your payment. Your check including your Individual Class Payment (and, if applicable, Individual PAGA Payment) will be mailed to you by the Settlement Administrator. **It is your responsibility to keep the Settlement Administrator informed of any change in your address, as your check will be mailed to the last known address the Settlement Administrator has on file for you if the Court approves the Settlement.**

7. When can I expect to receive my settlement payment?

If the Court approves the Settlement, and there are no pending objections, your share of the Settlement will be paid approximately 90 days after the Court grants final approval of the Settlement. ***Your share of the Settlement will be mailed to the address on file for you.*** Again, if this address is not correct, or if you move after you receive this Notice, you should notify the Settlement Administrator by mail, email, or by calling the Settlement Administrator at 800-______________.

8. What is the scope of the Settlement Release?

All Participating Class Members, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims (defined below) during the Class Period. All PAGA Group Members, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released PAGA Claims (defined below) during the PAGA Period.

Release of Class Claims: Released Class Claims means all claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in the complaints in the Action or PAGA Notices, or that could have been alleged against any of the Released Parties, arising from, related to, or based on the same set of operative facts as those set forth in the complaints in the Action or PAGA Notices or based on any facts discovered in the course of litigating the Action during the Class Period, including (without limitation): (i) all claims for unpaid wages, including unpaid minimum wages, straight-time wages, and overtime wages; (ii) all claims for meal and rest break violations and for failure to pay meal and rest break premiums; (iii) all claims for failure to pay reporting time pay; (iv) all claims for failure to timely pay wages upon termination; (v) all claims for failure to timely pay wages during employment; (vi) all claims for failure to reimburse necessary business expenses; (vii) all claims for wage statement violations and failure to maintain accurate records; and (viii) all claims asserted under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1199, and 2802, and the Wage Orders promulgated thereunder based on the preceding claims listed in (i) through (viii), California Business & Professions Code § 17200 et seq., California Civil Code sections 3287 and 3288, and California Code of Civil Procedure sections 382 and 1021.5. Expressly excluded from the Released Class Claims are (a) claims for wages in Workers' Compensation and Unemployment Insurance benefit cases and (b) claims for benefits under the Employee Retirement Income Security Act of 1974 (ERISA).

Release of PAGA Claims: Released PAGA Claims means all claims asserted pursuant to California Labor Code section 2698 *et seq*., that arise out of or are related to the claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in the complaints in the Action or PAGA Notices, or that could have been alleged against any of the Released Parties, arising from, related to, or based on the same set of operative facts as those set forth in the complaints in the Action or PAGA Notices or based on any facts discovered in the course of litigating the Action during the PAGA Period, including (without limitation), all claims for PAGA penalties based on alleged (i) all claims for unpaid wages, including unpaid minimum wages, straight-time wages, and overtime wages; (ii) all claims for meal and rest break violations and for failure to pay meal and rest break premiums; (iii) all claims for failure to pay reporting time pay; (iv) all claims for failure to timely pay wages upon termination; (v) all claims for failure to timely pay wages during employment; (vi) all claims for failure to reimburse necessary business expenses; (vii) all claims for wage statement violations and failure to maintain accurate records; and (viii) all claims asserted under California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1199, and 2802, and the Wage Orders promulgated thereunder based on the preceding claims listed in (i) through (viii).

"Released Parties" means Ralphs Grocery Company, Food 4 Less of California, Inc., and each of their present, former, or future parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors and assigns, and each of their respective present, past or future officers, directors, employees, partners (both general and limited), members, shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal representatives.

EXCLUDING YOURSELF FROM THE CLASS SETTLEMENT

9. Can I exclude myself from the class settlement?

If you do not wish to participate in the Class portion of the Settlement, you can exclude yourself (that is, "opt out" of the Class). If you opt out, you keep your right to sue Defendants for the same claims on an individual basis. **However, you cannot opt out of the PAGA portion of the Settlement.** To opt out and exclude yourself from the Class, you must send the Administrator by fax, email, or mail, a signed written Request for Exclusion that includes your (1) full name, (2) address, (3) telephone number, and (4) last four digits of your social security number to the Administrators whose contact information is provided:

Administrator

[fax number],

[email address]

[address]

To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline on or before ____________, 2026. *[45 days from mailing of Notice]* Requests for exclusion not timely faxed, emailed, or postmarked by the Response Deadline may be disregarded.

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

No, if you exclude yourself from the Class, you cannot get money from the Class Settlement. In other words, if you "opt out," you will not receive an Individual Class Payment. You also will not be able to object to the Settlement as explained below. If you request to exclude yourself or "opt out" of the Class, your Individual Class Payment will be redistributed to the Participating Class Members.

However, if you are a PAGA Group Member, you will receive an Individual PAGA Payment regardless of whether you exclude yourself from the Class Settlement.

OBJECTING TO THE SETTLEMENT

11. How do I object to the Settlement?

If you do not think the Class portion of the Settlement is fair, you can object to the Class portion of the Settlement and tell the Court that you do not agree with the Class portion of the Settlement, or some part of it, before the Court decides whether to grant final approval of the Settlement. However, you cannot object if you exclude yourself from the Class Settlement.

To object in writing, you must submit a timely written objection to the Settlement Administrator. A written objection is a letter from you or your representative that reasonably communicates your objection to the Settlement and includes your (1) full name, (2) address, (3) telephone number, and (4) last four digits of your social security number. You must fax, email, or mail your written objection to the Administrator, on or before ________, 2026. *[45 days from mailing of Notice]*.

Administrator
[fax number],
[email address]
[address]

In the alternative, you may appear in Court (or hire an attorney at their own expense to appear in Court) to present oral objections at the Final Approval Hearing (see hearing information below).

THE COURT'S FINAL FAIRNESS HEARING

12. <u>When and where will the Court decide whether to approve the settlement?</u>

The Court will hold a Final Approval Hearing in Department 17 of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, CA 90012 on ________________, 2026, at ___ a.m. If you wish to do so, you can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (https://www.lacourt.org/lacc/). Check the Court's website for the most current information.

At this hearing, the Court will determine whether the Settlement should be finally approved. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Service Payments for Plaintiffs, and the Settlement Administrator's Administration Expenses Payment.

The Court may reschedule the Final Approval Hearing without further notice to Class Members.

13. <u>Do I have to come to the hearing?</u>

No. Class Counsel will appear and answer any questions from the Court, but you are welcome to come at your own expense to support or object to the Settlement. If you send your timely written objection to the Settlement Administrator, you do not have to come to Court to object, but you can attend if you wish to attend. If you faxed, emailed, or mailed your written objection on time, the Court will consider it.

GETTING MORE INFORMATION

14. <u>Who may I contact if I have questions about the Settlement?</u>

This Notice is only a summary of the Action and proposed Settlement. For more information, you may personally inspect the files and the Settlement Agreement at the Superior Court of California, County of Los Angeles during regular Court hours.

For more information, or if you have any questions, you may contact:

The Settlement Administrator, ILYM Group, Inc., at:

http://www.ilymgroup.com
[ADDRESS]
[CITY, STATE, ZIP CODE]
[TELEPHONE]
[FASCIMILE]

The Attorneys Representing the Plaintiffs

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PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE FOR INFORMATION ABOUT THE SETTLEMENT.

ADDITIONAL IMPORTANT INFORMATION

A. **It is your responsibility to ensure that the Settlement Administrator** has your current mailing address and telephone number on file, as this will be the address to which your settlement check will be sent if the Settlement is approved.

B. **Settlement checks should be cashed promptly upon receipt**. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be transmitted to the California Controller's Unclaimed

Property Fund in the name of the individual. If your Settlement Payment check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Anna Delgado and Paula Perugini, individually and on behalf of all others similarly situated, Plaintiffs, vs. Food 4 Less of California, Inc.; Ralphs Grocery Company; and Does 1-20, inclusive, Defendants.	CASE NO. 22STCV23722 (Assigned to the Hon. Laura A. Seigle, Dept. 17 as Coordination Trial Judge) **[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT** Date: May 21, 2026 Time: 9:00 a.m. Judge: Hon. Laura A. Seigle Dept.: 17 (Spring Street)

This matter has come before the Court on the motion of plaintiffs Anna Delgado and Paula Perugini (Plaintiffs) for Preliminary Approval of Class Action and PAGA Settlement (Motion). A hearing on the Motion was held on May 21, 2026. The Court, having duly considered the Motion, good cause appearing, hereby orders as follows:

1. Capitalized terms in this Order have the same meaning they are given in the Amended Class Action and PAGA Settlement Agreement (Agreement) filed with the Motion.

2. The Court grants preliminary approval of the Settlement based upon the terms set forth in the Agreement. The Settlement appears to be fair, reasonable, and adequate to the Class and presumptively valid, subject only to any objections that may be raised at or before the Final Approval Hearing.

3. A Final Approval Hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, the Plaintiffs' Service Payments, the PAGA Settlement Amount, and Administration Expenses Payment should finally be approved as fair, reasonable, and adequate as to the Class Members is scheduled for ______________________, 2026, at _____: _.m. in Department 17 (Spring Street) of this Court.

4. The Court approves as to form and content the Class Notice attached as Exhibit A to the Settlement Agreement. The Class Notice shall be provided to Class Members in the manner set forth in the Agreement. The Court finds that the Class Notice fully and accurately informs the Class Members of all material elements of the Settlement and of Class Members' right and opportunity to request exclusion from or to object to the Class Settlement. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Agreement and this Order and all other dates set forth in the Agreement and this Order meet the requirements of due process and constitute due and sufficient notice to all persons entitled thereto. The form and method of giving notice comply fully with the requirements of Code of Civil Procedure, section 382, California Rules of Court, rules 3.766 and 3.769, the California and United States Constitutions, and other applicable law.

5. The Class is preliminarily certified for settlement purposes only.

6. The Court preliminarily approves Lebe Law, APLC and James Hawkins APLC as Class Counsel. The Court preliminarily approves Anna Delgado and Paula Perugini as Class Representatives.

7. The Court approves ILYM Group Inc. as the Settlement Administrator.

8. The Settlement is not a concession or admission and shall not be used against defendants Ralphs Grocery Company and Food 4 Less of California, Inc. (Defendants) as an admission or indication with respect to any claim of any fault or omission by Defendants.

Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to, evidence of a presumption, concession, indication, or admission by Defendants of any liability, fault, wrongdoing, omission, concession, or damages of any kind whatsoever.

9. If the Settlement does not become effective in accordance with the terms of the Agreement or the Settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the Parties shall revert back to their respective positions as of before entering into the Settlement.

10. Administration of the Settlement shall proceed according to the implementation schedule set forth herein. Accordingly, GOOD CAUSE APPEARING, the Court hereby APPROVES the proposed Class Notice and adopts the following schedule:

Deadline for Defendants to submit Class Member information (Class Data) to the Administrator.	___________________, 2026 (20 business days from entry of this Order.)
Administrator mails Class Notice to Class Members.	___________________, 2026 (10 business days from receipt of Class Data from Defendant.)
Deadline for Class Members to fax, email, or mail Requests for Exclusion.	___________________, 2026 (45 days from initial mailing of Class Notice)
Deadline for Class Members to submit any written objections to Settlement.	___________________, 2026 (45 days from initial mailing of Class Notice)
Deadline for Class Counsel and Defense Counsel to file any response to any written objections.	(within fourteen (14) calendar days of receipt of the objection, or in no event, later than three (3) calendar days before the Final Approval Hearing, or on another date set by the Court)
Deadline for Class Counsel to file Motion for Final Approval of Settlement and Attorneys' Fees and Costs.	___________________, 2026 (no later than sixteen (16) court days before the date set for the

	Final Approval Hearing)
Fairness Hearing and Final Approval.	____________________, 2026 at ___:___ __.m.

IT IS SO ORDERED.

Date: ______________________

____
Hon. Laura A. Seigle
Judge of the Superior Court

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

Anna Delgado and Paula Perugini, individually and on behalf of all others similarly situated, Plaintiffs, vs. Food 4 Less of California, Inc.; Ralphs Grocery Company; and Does 1-20, inclusive, Defendants. Case No. 25STCV04300	CASE NO. 22STCV23722 (Assigned to the Hon. Laura A. Seigle, Dept. 17 as Coordination Trial Judge) **[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT** Date: TBD Time: TBD Judge: Hon. Laura A. Seigle Dept.: 17 (Spring Street)

This matter has come before the Court on the motion of plaintiffs Anna Delgado and Paula Perugini (Plaintiffs) for Final Approval of Class Action and PAGA Settlement (Motion). A Final Approval Hearing was held on ___________________________, 2026, following the Court's order granting Plaintiffs' motion for preliminary approval of the Settlement and notice of the

Settlement to the Class with an opportunity for Class Members to request exclusion from or object to the Settlement (Class Notice).

On [the Preliminary Approval Date], the Court entered the Order Granting Preliminary Approval of Class and PAGA Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-entitled action in accordance with the Amended Class Action and PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement," filed on [DATE] and attached as **Exhibit __** to the declaration of attorney ______), which, together with the exhibits annexed thereto, sets forth the terms and conditions for the settlement of the consolidated *Delgado* Action.

Having reviewed the Settlement Agreement and duly considered the Motion, and good cause appearing,

THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. Capitalized terms in this Order have the same meaning they are given in the Class Action and PAGA Settlement Agreement (Agreement) and the Preliminary Approval Order.

2. This Court has jurisdiction over Plaintiffs, Defendants, and the claims of Plaintiffs, the Participating Class Members, the State of California, and the PAGA Group Members asserted herein.

3. The Court finds that the applicable requirements of Code of Civil Procedure section 382 and California Rules of Court, rule 3.769 et seq., have been satisfied with respect to the Class and the Settlement.

4. The Court confirms Lebe Law, APLC and James Hawkins APLC as Class Counsel.

5. The Class Notice that was provided to the Class Members fully and accurately informed them of all material elements of the Settlement and of their right to seek exclusion from or object to the Class Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process, and other applicable law. The

Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

6. Pursuant to California law, the Court hereby grants final approval of the Settlement. The Court finds that the Settlement, the terms of which are set forth in the Agreement, is fair, reasonable, and adequate as to the settling Parties, including the Settlement Class Members, and is in the best interests of all those affected by the Settlement. The Court finds that the Settlement was reached following meaningful discovery and investigation, is the result of serious, informed, adversarial, and arms-length negotiations between the Parties, and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiffs' claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the absence of objections to the Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and to report to the Court when that performance has been completed.

7. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Class Members also had a full and fair opportunity to exclude themselves from the Settlement. Accordingly, the Court determines that all Class Members who did not submit a timely and valid Request for Exclusion are Participating Class Members bound by this Final Approval Order and Judgment.

8. The Court finds that Class Members [*names*] timely and validly opted out of the Class and, thus, will not be bound by this Final Approval Order and Judgment.

9. The Court finds that the allocation of $450,000 toward penalties under the Labor Code Private Attorneys General Act of 2004 (PAGA Settlement Amount) is fair, reasonable, and appropriate, and hereby approved. The Administrator shall distribute the PAGA Settlement Amount as follows: the amount of $337,500 to the California Labor and Workforce Development

Agency, and the amount of $112,500 to fund the individual PAGA Payments to be distributed to all PAGA Group Members, according to the terms and methodology set forth in the Agreement. PAGA Group Members are defined to include: all current and former non-exempt associates employed by Ralphs's Food 4 Less division in California at any time during the PAGA Period (March 10, 2022 to December 5, 2025).

10. The Court finds that payment of Settlement Administration Costs in the amount of $_____________ is appropriate for the services performed and costs incurred and to be incurred for the notice and settlement administration process. It is hereby ordered that the Administrator, ILYM Group Inc., shall issue payment to itself in the amount of its actual costs not to exceed $_______________, in accordance with the terms and methodology set forth in Agreement.

11. The Court finds that the Class Representative Service Payments sought are fair and reasonable for the work performed by Plaintiffs as class and PAGA representatives and in exchange for Plaintiffs' general releases of claims. It is hereby ordered that the Administrator issue payments in the amounts of $15,000 each to Plaintiffs Anna Delgado and Paula Perugini for their respective Class Representative Service Payments, according to the terms and methodology set forth in the Agreement.

12. The unopposed application of Class Counsel for attorneys' fees and costs is hereby granted. The sum of $3,000,000 in attorneys' fees and costs shall be paid to Class Counsel, with payment to be made according to the terms and methodology set forth in the Agreement.

13. The Court finds that reimbursement of litigation costs and expenses to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Administrator issue payment in the amounts of $________ to Lebe Law, APLC and $________ to James Hawkins APLC for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Agreement.

14. The Court hereby approves the Settlement on the terms set forth in the Agreement and enters Judgment thereon. Each and every Class Member shall be and hereby is bound by the Settlement and this Final Approval Order and Judgement, including the release of all Released Claims against all Released Parties, as set forth in the Agreement. In addition, the State of

California and each and every PAGA Group Member shall be and hereby are bound by the Settlement and this Final Approval Order and Judgment, including the release of all Released PAGA Claims against all Released Parties, as set forth in the Agreement.

15. The Court enters Judgment by which each and every Participating Class Member shall be and hereby is conclusively determined to have given a release of all Released Class Claims against all Released Parties, as set forth in the Agreement and Class Notice, and by which the State of California and each and every PAGA Group Member shall be and hereby are conclusively determined to have given a release of all Released PAGA Claims against any and all Released Parties.

16. It is hereby ordered that Defendants shall remit the Gross Settlement Amount and the amount necessary to pay Ralphs's share of payroll taxes on the Wage Portions of the Individual Class Payments by transmitting the funds to the Administrator no later than ten (10) business days after the Effective Date, in accordance with the terms and methodology set forth in the Agreement.

17. It is hereby ordered that the Administrator shall distribute all Individual Class Payments and Individual PAGA Payments to the Participating Class Members and PAGA Group Members within ten (10) business days after Defendants fund the Gross Settlement Amount, according to the methodology and terms set forth in the Agreement.

18. Each check issued to a Participating Class Member or PAGA Group Member shall remain valid and negotiable for a period of no less than one hundred and eighty (180) calendar days from the date of issuance of the check, and after this time period, the check(s) shall be automatically cancelled if not cashed, deposited, or otherwise negotiated by the Participating Class Member or PAGA Group Member within that time, although the individual shall remain a Class Member and/or PAGA Group Member, as applicable, and bound by the Judgment entered herein. After 180 days, any amounts from cancelled checks shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Class Member, as further described in the Agreement, in accordance with Code of Civil Procedure section 384.

19. Notice of entry of this Final Approval Order and Judgment shall be given to the Class Members by posting a copy of the Final Approval Order and Judgment on ILYM Group Inc.'s website maintained for this Settlement for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

20. A Final Report (Nonappearance) Hearing is set for ________________________, to report on the status of the settlement administration and distribution of settlement funds. No later than five (5) court days before the Final Report (Nonappearance) Hearing, Plaintiffs must file a report pursuant to Code of Civil Procedure section 384, subdivision (b), concerning the amount of money distributed and, if there is unpaid residue to be distributed, shall be accompanied by a proposed amended judgment. The report shall be in the form of a declaration from the Administrator.

21. This Final Approval Order and Judgment, the Agreement, the Settlement it reflects, and any and all acts, statements, documents or proceedings relating to the Settlement are not, and shall not be construed as, or used as an admission by Defendants or a finding by any Court of any fault, wrongdoing, or liability on Defendants' part, or of the validity of any Released Claim, or of the existence or amount of any damages.

22. The Court hereby grants final approval of the Parties' Settlement, as set forth in the Agreement, and Judgment is hereby entered in the consolidated *Delgado* Action in accordance with the Settlement. Without affecting the finality of this Final Approval Order and Judgment in any way, the Court shall retain jurisdiction over the implementation of the Settlement, including enforcement and administration of the Agreement and the releases given in connection therewith, and any other matters related or ancillary to the foregoing

IT IS SO ORDERED.

Date: ______________________

____
Hon. Laura A. Seigle
Judge of the Superior Court