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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE-CIVL COMPLEX CENTER

JUAN SALVADOR VILLANUEVA, as an
individual and on behalf of other similarly
situated employees,

Plaintiff,

vs.

LA CARRETA SUPERMARKETS, INC., a
California corporation, and DOES 1-50,
inclusive,

Defendant.

CASE NO. 30-2020-01166375-CU-OE-CXC

Assigned for all Purposes to the Honorable
Glenda Sanders, Dept. CX-101

JOINT STIPULATION OF SETTLEMENT

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein
4 shall have the meanings set forth in Article I or as defined elsewhere in this Joint Stipulation of
5 Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Plaintiffs Juan Salvador Villanueva (“Plaintiff
7 Villanueva”), Class Representative Yesenia Bermudez, Class Representative Isabel Herrera and the
8 Class Members, on the one hand, and Defendants La Carreta Supermarkets, Inc. (“Defendants”), on
9 the other hand. Plaintiff, Class Representatives and Defendants collectively are referred to in this
10 Agreement as “the Parties.”

11 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
12 concluded by agreement of Defendants to pay the settlement amount of Five Hundred and Eighty
13 Thousand Dollars and Zero Cents (\$580,000.00) as provided in Section 3.06(a) below (“Gross
14 Settlement Amount”) pursuant to the terms and conditions of this Agreement and for the
15 consideration set forth herein, including but not limited to, a release of all claims by Plaintiffs and
16 the Class Members as set forth herein.

17 **ARTICLE I**

18 **DEFINITIONS**

19 Unless otherwise defined herein, the following terms used in this Agreement shall have the
20 meanings ascribed to them as set forth below:

21 a. “Actions” mean the actions described as follows: *Juan Salvador Villanueva v. La*
22 *Carreta Supermarkets, Inc.*, a California Corporation; and DOES 1 through 50, inclusive, Case No.
23 30-2020-01166375-CU-OE-CXC, commenced on October 21, 2020 in the Superior Court of the
24 State of California, County of Orange.

25 b. “Agreement” means this Joint Stipulation of Settlement, including the attached
26 Exhibit(s).

27 c. “Class” means all current and former non-exempt employees who are or were
28 employed by Defendants in California at any time during the Class Period.

d. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

JACKSON LAW, APC

Armond M. Jackson, State Bar No. 281547

Andrea M. Fernandez-Jackson, State Bar No. 295924

Anthony S. Filer Jr., State Bar No. 337704

2 Venture Plaza, Ste. 240

Irvine, CA 92618

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e. “Class List” means a list based on Defendants’ business records that identifies each Class Member’s name, last known home or mailing address, Social Security number or, as applicable, other taxpayer identification number, dates of employment, and the number of Qualifying Workweeks worked during the Class Period.

f. “Class Member(s)” means all members of the Class.

g. “Class Period” means October 21, 2016 through April 14, 2023.

h. “Court” means the California Superior Court for the County of Orange, where the Actions are currently pending.

i. “Date of Finality” means the later of the following: (1) the date the Final Order is signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or other judicial review is taken from the Court’s overruling of objections to the settlement, ten (10) days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes final.

j. “Defendants” means Defendants La Carreta Supermarkets, Inc.

k. “Defense Counsel” means counsel for Defendant La Carreta Supermarkets, Inc.:

JULANDER, BROWN & BOLLARD

Dirk O. Julander, SBN 132313

M. Adam Tate, SBN 280017

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1
2 l. “Disposition” means the method by which the Court approves the terms of the
3 Settlement and retains jurisdiction over its enforcement, implementation, construction,
4 administration, and interpretation.

5 m. “Final Order Approving Settlement of Class Action” or “Final Order” means the final
6 formal court order signed by the Court following the Final Fairness and Approval Hearing in
7 accordance with the terms herein, approving this Agreement.

8 n. “Gross Settlement Amount” means Five Hundred and Eighty Thousand Dollars and
9 Zero Cents (\$580,000.00) to be paid by Defendants as provided by this Agreement to settle these
10 Actions. All payments to the Class, PAGA payments, expenses and administration costs, attorney’s
11 fees and costs, and Enhancement Awards, pursuant to Section 3.07(a) below, shall be paid out of the
12 Gross Settlement Amount. Class Members shall have the sole responsibility for the satisfaction of
13 any and all taxes arising from the payments made under this settlement. The employer’s share of
14 payroll taxes arising from the payments made under this settlement shall be paid by separate and
15 apart from the Gross Settlement Amount. No part of the Gross Settlement Amount shall revert to
16 Defendant. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e)
17 below. No part of the Gross Settlement Amount shall revert to Defendant.

18 o. “Incentive Awards” means a monetary amount of up to Five Thousand Dollars and
19 Zero Cents (\$5,000.00) for Plaintiff Juan Salvador Villanueva, to Five Thousand Dollars and Zero
20 Cents (\$5,000.00) for Class Representative Yesenia Bermudez and to Five Thousand Dollars and
21 Zero Cents (\$5,000.00) for Class Representative Isabel Herrera subject to Court approval, in
22 recognition of their efforts and work in prosecuting the Action on behalf of Class Members.

23 p. “Individual Settlement Payment(s)” means each Participating Class Member’s
24 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined
25 by the calculations provided in this Agreement.

26 q. “LWDA” means The State of California Labor and Workforce Development Agency.
27
28

1 r. “LWDA Payment” means 75% of the \$20,000.00 allocated to the settlement of PAGA
2 claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of
3 this Agreement, as provided for below.

4 s. “Motion for Final Approval” means Plaintiff’s submission of a written motion,
5 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
6 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
7 to enter a Final Order in this Action.

8 t. “Motion for Preliminary Approval” means Plaintiff’s submission of a written motion,
9 including any evidence as may be required for the Court to grant preliminary approval of the
10 Settlement as required by Rule 3.769 of the California Rules of Court.

11 u. “Plaintiff” means Juan Salvador Villanueva.

12 v. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved
13 administration costs, Class Counsels’ attorney’s fees and costs, Enhancement Awards, and LWDA
14 Payment, pursuant to Section 3.07(a)-(f) below.

15 w. “Non-Participating Class Member(s)” means any Class Member(s) who submit to the
16 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
17 to Section 3.04(b) below.

18 x. “Notice Packet” means collectively and in a form substantially similar to, the Notice
19 of Class Action Settlement attached hereto as **Exhibit A** and the Exclusion Form attached hereto as
20 **Exhibit B**, all subject to Court approval.

21 y. “PAGA” means the California Private Attorneys General Act of 2004, which is
22 codified in California Labor Code §§ 2698 *et seq.*

23 z. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount
24 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have
25 agreed that the PAGA Settlement Amount is Twenty Thousand Dollars and Zero Cents (\$20,000.00),
26 subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA
27 Payment, and the remaining 25% will be added to the Net Settlement Amount and distributed to
28 PAGA Group Members.

1 aa. “PAGA Group Members” means all Class Members employed by Defendants at any
2 time between October 9, 2019 through April 14, 2023. (“PAGA Period”).

3 bb. “Participating Class Member(s)” is defined as a Class Member who does not timely
4 exclude himself or herself from the Settlement and will therefore receive his or her share of the Net
5 Settlement Amount automatically without the need to return a claim form. Each Participating Class
6 Member will be paid his/her Individual Settlement Payment.

7 cc. “Preliminary Approval Date” means the date the Court preliminarily approves the
8 Settlement embodied in this Agreement.

9 dd. “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury
10 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement
11 Administrator for the benefit of Participating Class Members.

12 ee. “Qualifying Workweeks” means the number of weeks that Class Members worked
13 for Defendants as non-exempt employees during the Class Period.

14 ff. “Qualifying Pay Periods” means the number of weeks that PAGA Group Members
15 worked for Defendants as non-exempt employees during the PAGA Period.

16 gg. “Released Parties” means Defendant, La Carreta Supermarkets, Inc., and its owners,
17 predecessors, successors, all former, current, and future related organizations, companies, divisions,
18 subsidiaries, affiliates, and parents, and collectively, their respective former, current and future
19 members, directors, officers, insurers, employees, agents, representatives, attorneys, fiduciaries,
20 assigns, heirs, executors, administrators, beneficiaries, and trustees.

21 hh. “Response Deadline” means the deadline by which Class Members must postmark or
22 fax to the Settlement Administrator requests for exclusion or written notices of objection. The
23 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by
24 the Settlement Administrator, unless the sixth (60th) calendar day falls on a Sunday or federal
25 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
26 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-
27 mailing.

ii. “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administration of the Settlement, including, but not limited to, mailing of notice to the class, calculation of Individual Settlement Payments, generation of Individual Settlement Payment checks and related tax reporting forms, administration of unclaimed checks, and generation of checks to Class Counsel for attorneys’ fees and costs, to Plaintiffs for their Enhancement Awards, and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

jj. “Settlement Administrator” means ILYM Group, Inc, which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount and related matters under this Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

Because the Parties have stipulated to the certification of the Class with respect to all causes of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of certification of the Class with respect to all causes of action alleged in the Action. Defendants do not consent to certification of the Class for any purpose other than to effectuate settlement of the Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any certification of the Class as to Defendants will be vacated and Plaintiff, Defendants, and the Class will be returned to their positions with respect to the Action as if the Agreement had not been entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily or finally approving certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, the fact that Defendants did not oppose the certification of a Class under this

1 Agreement, or that the Court preliminarily approved the certification of the Class, shall not be used
2 or cited thereafter by any person or entity, including without limitation any contested proceeding
3 relating to the certification of any class. If the Date of Finality does not occur, this Agreement shall
4 be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or
5 used for any purpose whatsoever. Defendants expressly reserve the right to challenge the propriety
6 of class certification in the Action for any purpose, if the Date of Finality does not occur.

7 The Parties and their respective counsel shall take all steps that may be requested by the Court
8 relating to the approval and implementation of this Agreement and shall otherwise use their
9 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
10 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
11 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
12 resolution, the Parties agree to seek the assistance of mediator Mike Young to resolve the dispute.

13 **ARTICLE III**

14 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

15 The procedure for obtaining Court approval of and implementing this Agreement shall be as
16 follows:

17 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

18 Plaintiff will bring a motion before the Court for an order conditionally certifying the Class
19 to include all claims pled in the Action based on the preliminary approval of this Agreement. The
20 date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval
21 Date."

22 **Section 3.02: The Settlement Administrator**

23 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
24 Settlement Administrator, including but not limited to distributing and responding to inquiries about
25 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
26 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
27 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
28 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to

1 Class Representatives, and the employer payroll taxes to the appropriate taxing authorities. The
2 Settlement Administrator shall expressly agree to all of the terms and conditions of this Agreement.

3 All costs of administering the Settlement, including but not limited to all costs and fees
4 associated with preparing, issuing and mailing any and all notices to Class Members and/or
5 Participating Class Members, all costs and fees associated with computing, processing, reviewing,
6 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
7 returns and any other filings required by any governmental taxing authority or agency, all costs and
8 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
9 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
10 incurred and/or charged by the Settlement Administrator in connection with the execution of its
11 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement
12 Administrator from the Gross Settlement Amount. The Settlement Administrator must post the Final
13 Approval Order and Judgment, operative Complaint, Settlement, Class Notice, and Orders for
14 Preliminary and Final Approval on its website. Settlement Administrator invoice should be provided
15 at Final Approval.

16 **Section 3.03: Notice to Class Members**

17 No later than fifteen (15) business days after the Preliminary Approval Date, Defendants will
18 provide the Settlement Administrator with a “Class List” in electronic format based on its business
19 records, identifying the names of the Class Members, their last known home addresses, Social
20 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
21 and weeks worked during the Class Period.

22 Within ten (10) business days of receiving a Class List from Defendants, the Settlement
23 Administrator will send Class Members, by first-class mail, at their last known address, the Court
24 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
25 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate
26 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
27 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
28 Settlement Administrator will check all Class Member addresses against the National Change of

1 Address database and shall update any addresses before mailing. The Settlement Administrator will
2 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
3 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall
4 have forty-five(45) calendar days from the re-mailing, or sixty (60) calendar days from the date of
5 the initial mailing, whichever is later, in which to postmark objections or requests for exclusion.
6 Class Members shall not be required to submit claim forms in order to receive a proportional share
7 of the Net Settlement Amount.

8 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
9 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
10 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
11 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
12 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
13 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
14 that reasonable means be used to locate Class Members and that the Settlement Administrator be
15 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
16 Individual Settlement Payments to all Participating Class Members.

17 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records
18 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly
19 status report provided to the Parties.

20 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
21 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
22 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
23 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
24 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
25 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
26 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
27 procedures set forth in Section 3.07(g) below.

1 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
2 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration
3 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses
4 for and re-sending of any returned Notice Packets, as well as the number of valid requests for
5 exclusion and objections that the Settlement Administrator received.

6 **Section 3.04: Responses to Notice**

7 **a. Class Member Disputes**

8 If any Class Member disagrees with Defendants' records as to his or her Qualifying
9 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
10 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
11 and submit such writing to the Settlement Administrator by the Response Deadline (or forty-five (45)
12 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later).,
13 along with any supporting documentation. The Notice Packet shall contain an Exclusion Form
14 substantially in the form attached hereto as **Exhibit B**. The Notice of Class Action Settlement will
15 also provide a method for the Class Member to challenge the employment data on which his or her
16 Individual Settlement Payment is based. The Settlement Administrator shall contact the Parties
17 regarding the dispute and the Parties will work in good faith to resolve it. If the Parties are unable to
18 resolve the dispute, the Settlement Administrator will be the final arbiter of the Qualifying
19 Workweeks for each Class Member during the Class Period based on the information provided to it.

20 **b. Requests for Exclusion from Class**

21 In order for any Class Member to validly exclude himself or herself from the Class and this
22 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class
23 Member or his or her authorized representative, and must be sent to the Settlement Administrator,
24 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement
25 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall
26 contain instructions on how to validly exclude himself or herself from the Class and this Settlement
27 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial
28 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be

1 determined according to the records of the Settlement Administrator and the Court ultimately decides
2 the validity of the exclusion requests.

3 Any Class Member who timely and validly requests exclusion from the Class and this
4 Settlement will not be entitled to any Individual Settlement Payment, will not be bound by the terms
5 and conditions of this Agreement, and will not have any right to object, appeal, or comment thereon.

6 Any Class Member who fails to timely submit a request for exclusion shall automatically be
7 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are
8 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
9 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
10 and/or released in this Agreement will be extinguished.

11 Class Members shall not have the right to request exclusion from the PAGA portion of the
12 settlement, to the extent that Class Members are also members of the PAGA group, and shall receive
13 their pro rata share of the PAGA Settlement Amount regardless of whether they opt-out or not from
14 the class action portion of this case.

15 The Court ultimately decides the validity of the exclusion requests.

16 **c. Objections to Settlement**

17 For any Class Member to object to this Agreement, or any term of it, the person making the
18 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
19 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
20 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
21 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
22 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
23 the date the signed objection was postmarked, shall be conclusively determined according to the
24 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
25 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
26 Members may also appear at the final approval hearing to object. The Court retains final authority
27 with respect to the consideration and admissibility of any Class Member objections.
28

1 **d. Encouragement of Class Members**

2 The Parties to this Agreement and the counsel representing such Parties shall not, directly or
3 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from
4 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from
5 Class Members.

6 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

7 If the number of workweeks exceeds 25,000, the Defendant will have the option to increase
8 the GSA pro rata per additional workweek beyond 25,000 by \$24.16 per workweek. Alternatively,
9 Defendant may elect to cap the Class Period so that the workweeks do not exceed 25,000.

10 **f. Termination for Lack of Sufficient Participation**

11 If five percent (5%) or more of the Class Members makes a valid request to be excluded from
12 the Class, Defendants will have the right, but not the obligation, to void the Agreement within thirty
13 (30) days of the Response Deadline. If Defendants exercise that right to void the Agreement, then
14 the Parties will have no further obligations under the Agreement, including any obligation by
15 Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been
16 owed under this Agreement, except that Defendants will pay the Settlement Administrator's
17 reasonable fees and expenses incurred as of the date that Defendants exercise the right to void the
18 Agreement.

19 **Section 3.05: Final Fairness and Approval Hearing**

20 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final
21 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement
22 and determine whether the Court should give it final approval, and (2) consider any objections made
23 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the
24 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a
25 Proposed Final Order Approving Settlement of Class Action.

1 **Section 3.06: Settlement Payment Procedures**

2 **a. Settlement Amount**

3 In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the
4 Gross Settlement Amount in the amount of Five-Hundred and Eighty Thousand Dollars and Zero
5 Cents (\$580,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e).
6 The Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
7 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
8 Amount, employer side payroll taxes (unless rejected by the Court), and the Enhancement Payments.

9 Within the later of (1) February 1, 2023, or (2) thirty (30) days after the Court signs the Final
10 Order, Defendants shall transfer one half of the Gross Settlement Amount, as set forth herein, into a
11 QSF established by the Settlement Administrator either directly or by sending the funds to the
12 Settlement Administer to be deposited and distributed. Defendants shall transfer the other half of the
13 Gross Settlement amount within six months after the initial payment. The Settlement Administrator
14 will use these funds to fund payment of the Individual Settlement Payments to Participating Class
15 Members, Class Counsel's attorneys' fees and costs, the Enhancement Awards, the LWDA Payment,
16 the employer side payroll taxes (unless rejected by the Court), and the Settlement Administration
17 Costs.

18 Within ten (10) court days after receiving Defendants' final payment, funding the Gross
19 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
20 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
21 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
22 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
23 search based on the National Change of Address Database to update and correct for any known or
24 identifiable address changes.

25 **b. Payment of Attorneys' Fees and Costs**

26 Class Counsel shall submit an application for an award of attorneys' fees of up to thirty-three
27 percent (33.33%) of the Gross Settlement Amount, which, based on the current Gross Settlement
28 Amount, is One-Hundred and Ninety-Three Thousand and Three Hundred and Fourteen Dollars and

1 Zero Cents (\$193,314.00). Class Counsel shall submit an application for an award of costs not to
2 exceed Forty Thousand Dollars and Zero Cents (\$40,000.00). Such application for attorneys' fees
3 and costs shall be heard by the Court at the Final Fairness and Approval Hearing. Defendants shall
4 not object to or oppose any such application in these amounts. Class Counsel shall serve Defendants
5 with copies of all documents submitted in support of their application for an award of attorneys' fees
6 and costs.

7 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the
8 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'
9 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,
10 and expenses related to the investigation, prosecution, and settlement of the Action incurred through
11 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees
12 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts
13 will be reallocated to the Net Settlement Amount.

14 **c. Payment of Settlement Administration Costs**

15 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
16 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
17 \$10,000 Dollars and Zero Cents (\$10,000).

18 **d. Payment of Enhancement Award to Plaintiff**

19 Subject to Court approval, the Plaintiff Juan Salvador Villanueva and Class Representatives,
20 Yesenia Bermudez and Isabel Herrera, shall each receive an Enhancement Award of up to Five
21 Thousand Dollars and Zero Cents (\$5,000.00) the requests for which Defendants will not object to
22 or oppose. The Enhancement Awards shall be paid out of the Gross Settlement Amount and shall not
23 constitute payment to any Participating Class Member(s) other than the Class Representatives. To
24 the extent that the Court approves less than the amount of incentive award that Class Counsel request,
25 the difference between the requested and awarded amounts will be reallocated to the Net Settlement
26 Amount.

27 Because it is the intent of the Parties that the Enhancement Award represents payment to
28 Plaintiff and the Class Representatives for their service to the Class Members, and not wages, the

1 Settlement Administrator will not withhold any taxes from the Enhancement Award. The
2 Enhancement Award will be reported on a Form 1099, which the Settlement Administrator will
3 provide to Plaintiff, the Class Representatives and to the pertinent taxing authorities as required by
4 law.

5 **e. Payment to the Labor and Workforce Development Agency**

6 In consideration of claims made under PAGA, Class Counsel will request that the Court
7 approve allocation of Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Gross Settlement
8 Amount to these claims. Seventy-five percent (75%) of this payment will be paid to the California
9 Labor and Workforce Development Agency (“LWDA Payment”), and twenty-five percent (25%)
10 will be paid to the Net Settlement Amount for distribution to PAGA Group Members. Defendants
11 will not oppose this request. The entire PAGA Settlement Amount will be paid out of the Gross
12 Settlement Amount. The Court’s adjustment, if any, of the amount allocated to Plaintiff’s PAGA
13 claim in the Action, will not invalidate this Agreement.

14 **f. Payment of Individual Settlement Payments to Participating Class Members**

15 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
16 Payments. The Parties agree that the Net Settlement Amount shall be divided between all
17 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
18 each Class Member. To calculate the minimum amount each Class Member will receive based on
19 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
20 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
21 on a pro rata basis. Each Class Member’s approximate Individual Settlement Payment amount will
22 be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount
23 will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro
24 rata basis based on the individual Qualifying Workweeks worked during the Class Period by each
25 Participating Class Member.

26 Each Individual Settlement Payment will represent wages and penalties allocated using the
27 following formula: 20% allocated to wages and 80% allocated to penalties and interest. The amounts
28 paid as wages shall be subject to all tax withholdings customarily made from an employee’s wages

1 and all other authorized and required withholdings and shall be reported by W-2 forms. The
2 employer-side taxes will be paid from the Gross Settlement Amount unless rejected by the Court. If
3 rejected, the employer shall pay employer side taxes separate from the Gross Settlement Amount. The
4 amounts paid as penalties and interest shall be subject to all authorized and required withholdings
5 other than the tax withholdings customarily made from employees' wages and shall be reported by
6 IRS 1099 forms.

7 No later than ten (10) business days after receiving the Gross Settlement Amount from
8 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual
9 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
10 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
11 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
12 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
13 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
14 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
15 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
16 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
17 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

18 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
19 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
20 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is
21 identified, the Settlement Administrator shall mail the check to the newly identified address. If the
22 Settlement Administrator is unable to obtain a valid mailing address through this process, the
23 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
24 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

25 **g. Payment of Individual Settlement Payments to Participating PAGA Group**
26 **Members**

27 The Parties agree that the PAGA Settlement Amount, less the LWDA Payment, shall be used
28 to fund Individual Settlement Payments to PAGA Group Members. The Parties agree that the PAGA

1 Settlement Amount, less the LWDA Payment, shall be divided between all PAGA Group Members
2 in proportion to the number of individual Qualifying Pay Periods for each PAGA Group Member.
3 To calculate the minimum amount each PAGA Group Member will receive based on their individual
4 Qualifying Pay Periods, the PAGA Settlement Amount, less the LWDA Payment, will be divided by
5 the total number of Qualifying Pay Periods worked by all PAGA Group Members during the PAGA
6 Period and then allocated on a pro rata basis. Qualifying Pay Periods will be rounded up to the next
7 whole integer. Each PAGA Group Member's approximate Individual Settlement Payment amount
8 from the PAGA Settlement Amount will be included in his or her Notice Packet. After final approval
9 by the Court, the PAGA Settlement Amount, less the LWDA Payment, will be dispersed to PAGA
10 Group Members on a pro rata basis based on the individual Qualifying Pay Periods worked during
11 the PAGA Period by each Participating PAGA Group Member. PAGA Group Members shall not
12 have the right to opt-out or exclude themselves from the PAGA Settlement.

13 Each Individual PAGA Payment will represent penalties and shall be subject to all authorized
14 and required withholdings other than the tax withholdings customarily made from employees' wages
15 and shall be reported by IRS 1099 forms.

16 No later than ten (10) business days after receiving the Gross Settlement Amount from
17 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual PAGA
18 Payments to PAGA Group Members. The Settlement Administrator will issue a Form 1099 to the
19 extent required by law for the Individual PAGA Payments. PAGA Group Members shall have 180
20 days from the date their Individual PAGA Payment checks are dated to cash their Settlement checks.
21 Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the
22 uncashed funds shall be paid to the State Controller Unclaimed Property Fund in the name of the
23 PAGA Group Member for whom the funds are designated.

24 If a check is returned to the Settlement Administrator as undeliverable, the Settlement
25 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
26 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is
27 identified, the Settlement Administrator shall mail the check to the newly identified address. If the
28 Settlement Administrator is unable to obtain a valid mailing address through this process, the

1 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller
2 Unclaimed Property Fund in the name of the PAGA Group Member for whom the funds are
3 designated.

4 **h. Default on Payment.**

5 Defendants' failure to fund the Gross Settlement Amount as set forth above shall be
6 considered a default. In the event Defendants fail to timely fund the Gross Settlement Amount, the
7 Settlement Administrator will provide notice to Class Counsel and Defendants' counsel within three
8 (3) business days of the missed payment. Thereafter, Defendants will have seven (7) days to cure the
9 default and tender payment to the Settlement Administrator. In the event Defendants fail to cure the
10 default within the times set forth herein, Plaintiff may elect to enter judgment against Defendants, on
11 an ex parte basis, for the balance of the unpaid Gross Settlement Amount to date.

12 **i. No Credit Toward Benefit Plans.**

13 The Individual Settlement Payments made to Participating Class Members under this
14 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to
15 calculate any additional benefits under any benefit plans to which any Class Members may be
16 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase
17 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'
18 intention that this Agreement will not affect any rights, contributions, or amounts to which any Class
19 Members may be entitled under any benefit plans.

20 **ARTICLE IV**

21 **LIMITATIONS ON USE OF THIS SETTLEMENT**

22 **Section 4.01: No Admission**

23 Defendants dispute the allegations in the Action and disputes that, but for this Settlement, a
24 Class should not have been certified in the Action. This Agreement is entered into solely for the
25 purpose of settling highly disputed claims. Nothing in this Agreement is intended nor will be
26 construed as an admission of liability or wrongdoing by Defendants.

1 **Section 4.02: Non-Evidentiary Use**

2 Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor
3 the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or
4 deemed to be evidence for any purpose adverse to Defendants or any other of the Released Parties,
5 including but not limited to, evidence of a presumption, concession, indication, or admission by any
6 of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or
7 (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further
8 proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this
9 Agreement or for Defendants to establish that a Class Member has resolved any of his or her claims
10 released through this Agreement.

11 **Section 4.03: Nullification**

12 The Parties have agreed to the certification of the Class encompassing all claims alleged in
13 the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason
14 fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this
15 Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order
16 is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the
17 Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this
18 Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all
19 Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had
20 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to
21 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will
22 have no bearing on, and will not be admissible in connection with, the issue of whether the Class
23 should be certified by the Court in a non-settlement context in this Action or any other action, and in
24 any of those events, Defendants expressly reserve the right to oppose certification of the Class.

25 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the
26 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

1 **ARTICLE V**

2 **RELEASES**

3 **Section 5.01: Released Claims by Class Members**

4 Upon the Date of Finality, Plaintiffs and Participating Class Members who do not opt out of
5 the Settlement, release the Released Parties from, against the Released Parties, any and all claims,
6 demands, rights, liabilities and causes of action alleged in Plaintiffs' Operative Complaints, or which
7 could have been alleged in Plaintiffs' Operative Complaints based on the factual allegations therein,
8 that arose during the Class Period, including but not limited to causes of action for failure to provide
9 minimum wages, for failure to provide overtime wages, for failure to provide meal periods, and
10 applicable provisions of the relevant Industrial Wage Order; failure to permit rest breaks, and
11 applicable provisions of the relevant Industrial Wage Order; failure to provide accurate itemized
12 wage statements, and applicable provisions of the relevant Industrial Wage Order; failure to pay all
13 wages due upon separation of employment, and applicable provisions of the relevant Industrial Wage
14 Order; and applicable provisions of the relevant Industrial Wage Order; violation of California
15 Business and Professions Code §§17200, *et seq.*, based on the preceding claims ("Released Claims");
16 and all claims for attorneys' fees and costs relating to the Released Claims by Class Members, that
17 could have been premised on the facts, claims, causes of action or legal theories described above or
18 that could have been premised on the facts, claims, causes of action or legal theories described above.

1 **Section 5.02: Released Claims by PAGA Group Members**

2 Upon the Date of Finality, the State of California and PAGA Group Members release the
3 Released Parties from all claims, demands, rights, liabilities and causes of action for penalties under
4 California Labor Code Private Attorneys General Act of 2004 based on the letter to the Labor &
5 Workforce Development Agency on October 9, 2020, that arose during the PAGA Period, including
6 but not limited to claims for civil penalties for violations of Labor Code 201, 202, 203, 204, 226(a)
7 4-5, 9, 226.3, 226.7, 512, 558, 1198, and applicable Wage Orders of the Industrial Welfare
8 Commission, including but not limited to Industrial Welfare Commission Wage Order Nos. 7-2001
9 and 8-2001.

10 **ARTICLE VI**

11 **MISCELLANEOUS PROVISIONS**

12 **Section 6.01: Amendments or Modification**

13 The terms and provisions of this Agreement may be amended or modified only by an express
14 written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel,
15 and approved by the Court.

16 **Section 6.02: Assignment**

17 None of the rights, commitments, or obligations recognized under this Agreement may be
18 assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written
19 consent of each other Party and their respective counsel. The representations, warranties, covenants,
20 and agreements contained in this Agreement are for the sole benefit of the Parties under this
21 Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

22 **Section 6.03: Governing Law**

23 This Agreement shall be governed, construed, and interpreted, and the rights of the Parties
24 shall be determined, in accordance with the laws of the State of California, without regard to conflicts
25 of laws.

1 **Section 6.04: No Publicity**

2 The Parties, Defense Counsel, and Class Counsel shall not issue any press release, contact
3 the press, respond to any press inquiry or have any communication with the press about the fact,
4 amount or terms of this Settlement. The Parties, Defense Counsel, and Class Counsel shall not
5 engage in any advertising or marketing relating to the settlement of these Actions in any manner that
6 identifies or that is suggestive of Defendants (i.e., an employee of La Caretta Supermarkets),
7 including but not limited to any postings on any websites maintained by Class Counsel. However,
8 Class Counsel may identify this Settlement in court filings in other matters to demonstrate their
9 adequacy as counsel in connection with the prosecution or settlement of other class actions. Nothing
10 in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully
11 discharge their duties as Class Counsel, including but not limited to, communicating with Class
12 Members regarding the Settlement.

13 **Section 6.05: Entire Agreement**

14 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
15 contains the entire understanding of the Parties with respect to the subject matter contained herein.
16 In case of any conflict between text contained in Articles I through VI of this Agreement and text
17 contained in the Exhibits to this Agreement, the former (i.e., Articles I through VI) shall be
18 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
19 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
20 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
21 supersedes all prior agreements and understandings among the Parties with respect to the settlement
22 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
23 prior agreements or proposals.

24 **Section 6.06: Waiver of Compliance**

25 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
26 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
27 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
28 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or

1 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
2 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

3 **Section 6.07: Counterparts and Fax/PDF Signatures**

4 This Agreement, and any amendments hereto, may be executed in any number of counterparts
5 and any Party and/or their respective counsel may execute any such counterpart, each of which when
6 executed and delivered shall be deemed to be an original. All counterparts taken together shall
7 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original
8 signature.

9 **Section 6.08: Meet and Confer Regarding Disputes**

10 Should any dispute arise among the Parties or their respective counsel regarding the
11 implementation or interpretation of this Agreement, a representative of Class Counsel and a
12 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
13 to submitting such disputes to the Court.

14 **Section 6.09: Agreement Binding on Successors**

15 This Agreement will be binding upon, and inure to the benefit of, the successors in interest
16 of each of the Parties.

17 **Section 6.10: Cooperation in Drafting**

18 The Parties have cooperated in the negotiation and preparation of this Agreement. This
19 Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel,
20 was the drafter or participated in the drafting of this Agreement.

21 **Section 6.11: Fair and Reasonable Settlement**

22 The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of
23 the Action and have arrived at this Agreement through arm's-length negotiation and in the context
24 of adversarial litigation, taking into account all relevant factors, current and potential. The Parties
25 further believe that the Settlement is and is consistent with public policy, and fully complies with
26 applicable law.

1 **Section 6.12: Headings**

2 The descriptive heading of any section or paragraph of this Agreement is inserted for
3 convenience of reference only and does not constitute a part of this Agreement and shall not be
4 considered in interpreting this Agreement.

5 **Section 6.13: Notice**

6 Except as otherwise expressly provided in the Agreement, all notices, demands, and other
7 communications under this Agreement must be in writing and addressed as follows:

8 *To Plaintiff and the Class:*

9 Armond M. Jackson
10 Andrea M. Fernandez-Jackson
11 Anthony S. Filer Jr.
12 JACKSON APC
13 2 Venture Plaza, Ste. 240
14 Irvine, CA 92618
15 Phone: (949) 281-6857
16 Fax: (949) 777-6218

17 And

18 *To Defendants:*

19 Dirk O. Julander, SBN 132313
20 M. Adam Tate, SBN 280017
21 JULANDER, BROWN & BOLLARD
22 9110 Irvine Center Drive
23 Irvine, California 92618
24 Phone: (949) 477-2100
25 Fax: (949) 477-6355

26 **Section 6.14: Enforcement of Settlement and Continuing Court Jurisdiction**

27 To the extent consistent with class action procedure, this Agreement shall be enforceable by
28 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall

1 retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest
2 extent to enforce and effectuate the terms and intent of this Agreement.

3 **Section 6.15: Mutual Full Cooperation**

4 The Parties agree fully to cooperate with each other to accomplish the terms of this
5 Agreement, including but not limited to the execution of such documents, and the taking of such
6 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties
7 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its
8 terms. In the event the Parties are unable to reach agreement on the form or content of any document
9 needed to implement the Settlement, or on any supplemental provisions that may become necessary
10 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

11 **Section 6.16: Authorization to Act**

12 Class Counsel warrants and represents that they are authorized by Plaintiff, and Defense
13 Counsel warrants that they are authorized by Defendants, to take all appropriate action required to
14 effectuate the terms of this Agreement, except for signing documents, including but not limited to
15 this Agreement, that are required to be signed by the Parties themselves. Defendants represent and
16 warrant that the individual executing this Agreement on its behalf has the full right, power, and
17 authority to enter into this Agreement and to carry out the transactions contemplated herein.

18 **Section 6.17: No Reliance on Representations**

19 The Parties have made such investigation of the facts and the law pertaining to the matters
20 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,
21 on any statement, promise, or representation of fact or law, made by any of the other parties, or any
22 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted
23 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect
24 to any other matters. No representations, warranties, or inducements, except as expressly set forth
25 herein, have been made to any party concerning this Agreement.

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27 **EXECUTION BY PARTIES AND COUNSEL**

28 The Parties and their counsel hereby execute this Agreement.

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Dated: 10/19/2023

JUAN SALVADOR VILLANUEVA

By: Juan Salvador Villanueva
Named Plaintiff

Dated:

YESENIA BERMUDEZ

By: _____
Class Representative

Dated: 10/19/2023

ISABEL HERRERA

By: Isabel Herrera
Class Representative

Dated: _____

LA CARRETA SUPERMARKETS, INC.

By: _____
(Signature)

(Printed Name)

(Title)

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Dated: _____

JUAN SALVADOR VILLANUEVA

By: _____
Named Plaintiff

Dated: 10/19/2023

YESENIA BERMUDEZ

By: 
Class Representative

Dated: _____

ISABEL HERRERA

By: _____
Class Representative

Dated: _____

LA CARRETA SUPERMARKETS, INC.

By: _____
(Signature)

(Printed Name)

(Title)

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Dated: _____

JUAN SALVADOR VILLANUEVA

By: _____
Named Plaintiff

Dated: _____

YESENIA BERMUDEZ

By: _____
Class Representative

Dated: _____

ISABEL HERRERA

By: _____
Class Representative

Dated: 10/20/2023

LA CARRETA SUPERMARKETS, INC.

By: [Signature]
(Signature)

MARIA E. NAVARRO
(Printed Name)

CEO
(Title)

1 **APPROVED AS TO FORM ONLY:**

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4 Dated: 10/19/2023

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JACKSON APC

By: Armond M. Jackson
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer Jr.

Attorneys for Plaintiff Juan Salvador Villanueva

Dated:

JULANDER, BROWN & BOLLARD

By: _____
Dirk O. Julander
M. Adam Tate

Attorneys for Defendants La Carreta
Supermarkets, Inc.

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APPROVED AS TO FORM ONLY:

Dated: _____


JACKSON APC

By: _____
Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer Jr.

Attorneys for Plaintiff Juan Salvador Villanueva

Dated: 10/20/23

JULANDER, BROWN & BOLLARD

By:  _____
Dirk O. Julander
M. Adam Tate

Attorneys for Defendants La Carreta
Supermarkets, Inc.