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19  
20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
21 **FOR THE COUNTY OF MARIN**

22 MARTIN COLETTI, individually and on behalf  
of all others similarly situated,

23 Plaintiffs,

24 vs.

25 NUGGET MARKET INC., a California  
26 corporation, and DOE 1 through and including  
DOE 100,

27 Defendants.  
28

Case No. CIV1600425  
Assigned for all purposes to  
Hon. Paul E. Haakenson  
Courtroom E

**STIPULATION OF SETTLEMENT OF  
CLASS ACTION AND RELEASE OF  
CLAIMS**

Action Filed: February 3, 2016  
Trial Date: None set

1 This Stipulation of Settlement of Class Action and Release of Claims is entered into  
2 between Plaintiff Martin Coletti (on behalf of himself and the Settlement Class) and Defendant  
3 Nugget Market, Inc.

4 **I. DEFINITIONS**

- 5 A. “Action” means *Martin Coletti v. Nugget Market, Inc.*, filed on February 3, 2016, in  
6 the Superior Court for the State of California, County of Marin, and assigned Case  
7 Number CIV1600425.
- 8 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of  
9 Class Action and Release of Claims.
- 10 C. “Class” or “Class Members” means all individuals who were employed by  
11 Defendant in the State of California during the Covered Period, excluding any  
12 person who has previously released the Released Claims under a separate  
13 agreement. Based on Defendant’s records, there are approximately 3,870  
14 individuals who comprise the Class as of the date of this Settlement Agreement.
- 15 D. “Class Counsel” means David S. Harris of the North Bay Law Group; and Michael  
16 J. Jaurigue, Abigail A. Zelenski, and David Zelenski of the Jaurigue Law Group.
- 17 E. “Class Counsel Award” means such award of fees, costs, and expenses as the Court  
18 may authorize to be paid to Class Counsel for the services they have rendered and  
19 will render to Plaintiff and the Settlement Class in the Action. The Class Counsel  
20 Award will not exceed thirty percent (30%) of the Maximum Settlement Amount,  
21 which is six-hundred thousand dollars (\$600,000.00), plus Class Counsel’s actual  
22 costs and expenses as supported by declaration.
- 23 F. “Class Data” means information regarding Class Members that Defendant will in  
24 good faith compile from its records and provide to the Settlement Administrator. It  
25 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class  
26 Member’s employee number, full name, last-known address, last-known home  
27 telephone number, Social Security number, and start dates and end dates of  
28 employment with Defendant.

- 1 G. "Class Representative" means Plaintiff Martin Coletti.
- 2 H. "Class Representative Service Award" means the amount that the Court authorizes
- 3 to be paid to Plaintiff if appointed Class Representative that is in addition to his
- 4 Individual Settlement Payment.
- 5 I. "Compensable Workweeks" means the number of workweeks during which Class
- 6 Members worked for Defendant during the Covered Period. Using the Class Data,
- 7 the Settlement Administrator will calculate the number of Compensable Workweeks
- 8 by calculating the number of days each Class Member was employed during the
- 9 Covered Period, dividing by seven (7), and rounding up to the nearest whole
- 10 number.
- 11 J. "Complaint" means the First Amended Complaint filed by Plaintiff Martin Coletti
- 12 on March 14, 2016, in this Action.
- 13 K. "Court" means the Superior Court for the State of California, County of Marin.
- 14 L. "Covered Period" means the period from February 3, 2012, through the date of full
- 15 execution of this Agreement (*i.e.*, the date that this Agreement is signed by all of the
- 16 signatories hereto).
- 17 M. "Defendant" means Nugget Market, Inc.
- 18 N. "Defendant's Counsel" means Thomas M. McInerney and Carolyn B. Hall of
- 19 Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 20 O. "Effective Date" means: (a) the date when the Final Approval Order and Judgment
- 21 is signed, if there are no objectors; or (b) in the event there are objectors, sixty (60)
- 22 calendar days after service of notice of entry of the Final Approval Order and
- 23 Judgment on the Parties and all objectors to the Settlement without any appeals or
- 24 request for review being taken, or sixty (60) calendar days after service of orders
- 25 affirming said Final Approval Order and Judgment or denying review after
- 26 exhaustion of all appellate remedies, if appeals or requests for review have been
- 27 taken.
- 28 P. "Employer-Side Payroll Taxes" means the employer's portion of FICA, FUTA, and

1 all other state and federal payroll taxes, which shall be paid out of the Maximum  
2 Settlement Amount.

3 Q. “Final Approval Hearing” or “Final Approval/Settlement Fairness Hearing” means  
4 the hearing on the motion for final approval of the Settlement.

5 R. “Final Approval Order and Judgment” means the Order and Judgment Granting  
6 Final Approval of the Class Settlement, which shall be submitted with the motion  
7 for final approval of the Settlement.

8 S. “Individual Settlement Payment” means the amount payable from the Net  
9 Settlement Amount to each Settlement Class Member.

10 T. “Maximum Settlement Amount” means the maximum amount of two-million  
11 dollars (\$2,000,000.00) that Defendant will pay as a result of this Stipulation of  
12 Settlement.

13 U. “Net Settlement Amount” means the Maximum Settlement Amount less the Class  
14 Counsel Award, Class Representative Service Award, PAGA Payment, Employer-  
15 Side Payroll Taxes, and Settlement Administration Costs.

16 V. “Notice Packet” means the Notice of Class-Action Settlement in a form  
17 substantially similar to the form attached hereto as **Exhibit 1**; the Employment-  
18 Information Sheet, in a form substantially similar to the form attached as **Exhibit 2**;  
19 and the Change-of-Address Form, in a form substantially similar to the form  
20 attached as **Exhibit 3**.

21 W. “PAGA” means the California Labor Code Private Attorneys General Act of 2004.

22 X. “PAGA Payment” means the payment made hereunder for settlement of claims of  
23 civil penalties under PAGA, as specified in paragraph III.M.5 herein.

24 Y. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either  
25 Plaintiff or Defendant, individually.

26 Z. “Payment Ratio” means the respective Compensable Workweeks for each Class  
27 Member divided by the total Compensable Workweeks for all Class Members.

28 AA. “Plaintiff” means Martin Coletti.

- 1 BB. "Preliminary Approval Date" means the date the Court enters an order granting  
2 preliminary approval of the Settlement.
- 3 CC. "Released Claims" means all causes of action that were alleged or reasonably could  
4 have been alleged in the Complaint based on the facts, legal theories, or causes of  
5 action contained therein concerning: (a) the failure to properly calculate the regular  
6 rate for overtime; (b) the failure to provide proper meal periods and to properly  
7 provide premium pay in lieu thereof; (c) the failure to provide proper rest breaks and  
8 to properly provide premium pay in lieu thereof; (d) waiting-time penalties for  
9 untimely final pay; (e) improper and/or inaccurate wage statements; (f) civil  
10 penalties under PAGA based on the afore-referenced claims; (g) unfair business  
11 practices based on the afore-referenced claims; (h) any other claims or penalties  
12 under the wage-and-hour laws pleaded in the Action based on the afore-referenced  
13 claims; and (i) all damages, penalties, interest, and other amounts recoverable under  
14 California and federal law based on the afore-referenced claims, to the extent  
15 permissible, including but not limited to the California Labor Code as to the facts  
16 alleged in the Action, and the applicable Wage Orders as to the facts alleged in the  
17 Action. The period of the release shall extend to the limits of the Covered Period.  
18 The "Released Claims" include, to the extent permitted by law, any causes of action,  
19 whether known or unknown, that were alleged or reasonably could have been  
20 alleged based on the facts and allegations alleged in the Action. The *res judicata*  
21 effect of the Final Approval Order and Judgment will be the same as that of the  
22 release.
- 23 DD. "Released Parties" means Defendant and its past, present, and/or future, direct  
24 and/or indirect, officers, directors, members, managers, employees, agents,  
25 representatives, attorneys, insurers, partners, investors, shareholders, administrators,  
26 parent companies, subsidiaries, affiliates, divisions, predecessors, successors,  
27 assigns, and joint venturers, including but not limited to "Does 1 through 100," as  
28 defined in the Complaint.

- 1 EE. “Response Deadline” means the date forty-five (45) calendar days after the  
2 Settlement Administrator mails Notice Packets to Class Members, and the last date  
3 on which Class Members may submit requests for exclusion or objections to the  
4 Settlement.
- 5 FF. “Settlement” means the disposition of the Action pursuant to this Agreement.
- 6 GG. “Settlement Administration Costs” means the fees and expenses reasonably incurred  
7 by the Settlement Administrator as a result of the procedures and processes  
8 expressly required by this Agreement, which are estimated not to exceed thirty-one  
9 thousand five hundred dollars (\$31,500.00).
- 10 HH. “Settlement Administrator” means Rust Consulting.
- 11 II. “Settlement Class Members” or “Settlement Class” means all Class Members after  
12 excluding any person who submits a timely and valid request for exclusion as  
13 provided in this Agreement.

14 **II. RECITALS**

- 15 A. Class Certification. The Parties stipulate to provisional class certification for  
16 purposes of settlement only. If the Court does not grant either preliminary or final  
17 approval of this Settlement, this provisional class certification shall immediately be  
18 set aside and the Class or Settlement Class (whichever the case may be)  
19 immediately decertified (subject to further proceedings on motion of any Party to  
20 certify or deny certification thereafter), and this Agreement shall not constitute or be  
21 used as evidence that class certification is appropriate. If the Court does not grant  
22 either preliminary or final approval of this Settlement, the Parties shall be returned  
23 to their respective statuses as of the date and time immediately prior to the execution  
24 of the Agreement, and the Parties shall proceed in all respects as if this Agreement  
25 had not been executed, except that any costs actually incurred by the Settlement  
26 Administrator shall be paid by equal apportionment among the Parties (subject to  
27 the exception set forth in paragraph III.O herein).
- 28 B. Procedural History. On February 3, 2016, Plaintiff Martin Coletti initiated this

1 Action in the Marin County Superior Court, alleging claims for Defendant's failure  
2 to properly calculate the regular rate for overtime; failure to provide meal and rest  
3 periods, and to properly provide premium pay in lieu thereof; waiting-time penalties  
4 for untimely final pay; improper and/or inaccurate wage statements; unfair business  
5 practices; and claims for interest, attorneys' fees, and costs. On March 14, 2016,  
6 Plaintiff filed the First Amended Complaint to add a claim for civil penalties under  
7 PAGA. On September 27, 2016, the Parties participated in a private mediation after  
8 exchanging informal mediation data. On September 27, 2016, the Parties came to  
9 agreement on all material terms to resolve this Action in its entirety.

- 10 C. The Class Representative believes he has meritorious claims based on alleged  
11 violations of the California Labor Code, and that class certification is appropriate  
12 because the prerequisites for class certification can be satisfied in the Action.
- 13 D. Defendant denies any liability or wrongdoing of any kind associated with the claims  
14 alleged in the Action; disputes the damages and penalties claimed by the Class  
15 Representative; and further contends that, for any purpose other than settlement, the  
16 Action is not appropriate for class- or representative-action treatment. Defendant  
17 contends, among other things, that, at all times, it complied with the California  
18 Labor Code and the Industrial Welfare Commission Wage Orders.
- 19 E. Plaintiff/the Class Representative is represented by Class Counsel. Class Counsel  
20 conducted an investigation into the facts relevant to the Action, including reviewing  
21 documents and information provided by Defendant pursuant to informal requests for  
22 information to prepare for mediation. Defendant produced for the purpose of  
23 settlement negotiations certain employment data concerning the Class, which Class  
24 Counsel reviewed and analyzed. Based on its own independent investigation and  
25 evaluation, Class Counsel is of the opinion that the Settlement with Defendant is  
26 fair, reasonable, adequate, and in the best interest of the Settlement Class in light of  
27 all known facts and circumstances, including the risks of significant delay, defenses  
28 asserted by Defendant, uncertainties regarding class certification, and numerous

1 potential appellate issues. Although Defendant denies any liability, Defendant is  
2 agreeing to this Settlement solely to avoid the cost of further litigation. The Parties  
3 and their respective counsel have agreed to settle the claims on the terms set forth  
4 herein.

5 F. The Parties attended a day-long mediation session on September 27, 2016, with  
6 Alan Berkowitz, a well-respected mediator with considerable experience in  
7 mediating wage-and-hour class actions. On that date, the mediation resulted in the  
8 Parties' coming to agreement on all material terms to resolve this Action in its  
9 entirety.

10 G. The Parties believe that the Settlement is fair, reasonable, and adequate. The  
11 Settlement was arrived at through arm's length negotiations, taking into account all  
12 relevant factors. The Parties recognize the uncertainty, risk, expense, and delay  
13 attendant to continuing the Action through trial and any appeal. Accordingly, the  
14 Parties desire to fully, finally, and forever settle, compromise, and discharge all  
15 disputes and claims arising from, or relating to, the Action, as set forth herein.

### 16 **III. TERMS OF AGREEMENT**

17 A. Settlement Consideration. Defendant shall pay the sum of the Individual Settlement  
18 Payments, the Class Representative Service Award, the Class Counsel Award, the  
19 PAGA Payment, the Employer-Side Payroll Taxes, and the Settlement  
20 Administration Costs, as specified in this Agreement and as approved by the Court,  
21 up to the Maximum Settlement Amount. The Parties agree that this is a non-  
22 reversionary Settlement and that no portion of the Maximum Settlement Amount  
23 shall revert to Defendant. In no event shall Defendant be required to pay more than  
24 the Maximum Settlement Amount.

25 B. Release by All Settlement Class Members. As of the Effective Date, Plaintiff and  
26 the Settlement Class Members release the Released Parties from the Released  
27 Claims for the Covered Period. Plaintiff and the Settlement Class Members may  
28 hereafter discover facts or legal arguments in addition to, or different from, those



1 they now know or currently believe to be true with respect to the claims, causes of  
2 action, and legal theories of recovery in this case which are the subject matter of the  
3 Released Claims. Regardless, the discovery of new facts or legal arguments shall in  
4 no way limit the scope or definition of the Released Claims, and, by virtue of this  
5 Agreement, Plaintiff and the Settlement Class Members shall be deemed to have,  
6 and, by operation of the Final Approval Order and Judgment, shall have, fully,  
7 finally, and forever settled and released all of the Released Claims as defined in this  
8 Agreement.

9 C. General Release By Plaintiff. As of the Effective Date, in consideration of the  
10 mutual covenants and promises set forth herein and by operation of the Final  
11 Approval Order and Judgment, Plaintiff, for himself and his heirs, successors, and  
12 assigns, waives, releases, acquits, and forever discharge the Released Parties from  
13 any and all claims, actions, charges, complaints, grievances, and causes of action, to  
14 the extent permitted by law, of whatever nature, whether known or unknown, that  
15 exist or may exist on Plaintiff's behalf as of the date of full execution of this  
16 Agreement (*i.e.*, the date that this Agreement is signed by all of the signatories  
17 hereto), including but not limited to any and all tort claims, contract claims, wage  
18 claims, wrongful-termination claims, disability claims, benefit claims, public-policy  
19 claims, retaliation claims, statutory claims, personal-injury claims, emotional-  
20 distress claims, invasion-of-privacy claims, defamation claims, fraud claims,  
21 quantum meruit claims, and any and all claims arising under any federal, state, or  
22 other governmental statute, law, regulation, or ordinance, including but not limited  
23 to claims for violation of the Fair Labor Standards Act, the California Labor Code,  
24 the Wage Orders of California's Industrial Welfare Commission, other state wage-  
25 and-hour laws, the Americans with Disabilities Act, the Age Discrimination in  
26 Employment Act ("ADEA"), the Employee Retirement Income Security Act, Title  
27 VII of the Civil Rights Act of 1964, the California Fair Employment and Housing  
28 Act, the California Family Rights Act, the Family Medical Leave Act, California's

1 Whistleblower Protection Act, California Business & Professions Code section  
2 17200 *et seq.*, and any and all claims arising under any federal, state, or other  
3 governmental statute, law, regulation, or ordinance. Plaintiff hereby expressly  
4 waives and relinquishes any and all claims, rights, or benefits that he may have  
5 under California Civil Code section 1542, which section provides as follows: “A  
6 ***general release does not extend to claims which the creditor does not know or***  
7 ***suspect to exist in his or her favor at the time of executing the release, which if***  
8 ***known by him or her must have materially affected his or her settlement with the***  
9 ***debtor.***” Plaintiff may hereafter discover claims or facts in addition to, or different  
10 from, those which he now knows or believes to exist, but he expressly agrees to  
11 fully and finally settle and release any and all claims against the Released Parties,  
12 known or unknown, suspected or unsuspected, that exist or may exist on behalf of,  
13 or against, the other at the time of full execution of this Agreement (*i.e.*, the date  
14 that this Agreement is signed by all of the signatories hereto), including but not  
15 limited to any and all claims relating to, or arising from, Plaintiff’s employment  
16 with Defendant. It is Plaintiff’s intention to settle fully and release all of the claims  
17 he now has or may have against the Released Parties, whether known or unknown,  
18 suspected or unsuspected, through the date of full execution of this Agreement (*i.e.*,  
19 the date that this Agreement is signed by all of the signatories hereto). Plaintiff  
20 further covenants not to sue any of the Released Parties for any claims covered by  
21 this general release. The Parties further acknowledge, understand, and agree that  
22 this representation and commitment are essential to the Agreement and that this  
23 Agreement would not have been entered were it not for this representation and  
24 commitment.

25 D. ADEA Waiver by Plaintiff. Without limiting the scope of this Agreement, Plaintiff  
26 agrees that this Agreement constitutes a knowing and voluntary waiver of any and all  
27 rights or claims that exist or that Plaintiff may claim to have under the ADEA, as  
28

1 amended by the Older Workers' Benefit Protection Act of 1990 (29 U.S.C. § 621 *et*  
2 *seq.*). Plaintiff acknowledges all of the following:

- 3 1. The consideration provided pursuant to this Agreement is in addition to any  
4 consideration that he would otherwise be entitled to receive;
- 5 2. Plaintiff has been and is advised in writing to consult with an attorney prior  
6 to signing this Agreement;
- 7 3. Plaintiff has been provided a full and ample opportunity to study this  
8 Agreement, including a period of at least twenty-one (21) calendar days  
9 within which to consider it;
- 10 4. To the extent that Plaintiff takes fewer than twenty-one (21) calendar days to  
11 consider this Agreement prior to signing it, Plaintiff acknowledges that he  
12 had sufficient time to consider this Agreement with legal counsel and that he  
13 expressly, voluntarily, and knowingly waives the full twenty-one (21)  
14 calendar-day period;
- 15 5. Plaintiff agrees that any changes made to the Agreement during the twenty-  
16 one (21) calendar-day period (whether material or immaterial) do not restart  
17 the running of the twenty-one (21) calendar-day period; and
- 18 6. Plaintiff is aware of his right to revoke this waiver of claims under the  
19 ADEA any time within the seven (7) calendar-day period following the date  
20 of full execution of this Agreement (*i.e.*, the date that this Agreement is  
21 signed by all of the signatories hereto) and that the waiver of claims under  
22 the ADEA shall not become effective or enforceable until the seven (7)  
23 calendar-day revocation-period expires. Notwithstanding Plaintiff's right to  
24 revoke the waiver of claims under the ADEA, the remainder of the terms of  
25 this Agreement shall become effective and enforceable as of the date of full  
26 execution of this Agreement (*i.e.*, the date that this Agreement is signed by  
27 all of the signatories hereto).

1 7. To be effective, timely notice of revocation of the waiver of ADEA claims  
2 must be made in writing and delivered to Defendant through its counsel,  
3 Thomas M. McInerney, Esq., at Ogletree Deakins Nash Smoak & Stewart,  
4 P.C., One Market Plaza, Steuart Tower, Suite 1300, San Francisco,  
5 California 94105, no later than the seventh (7th) calendar day after the date  
6 of full execution of this Agreement (*i.e.*, the date that this Agreement is  
7 signed by all of the signatories hereto). Plaintiff agrees to keep written  
8 documentation proving that Plaintiff revoked this Agreement as provided in  
9 this paragraph, either by keeping the documents attesting to the delivery of  
10 the revocation, or verification that the fax was, in fact, received.

11 E. Conditions Precedent. This Settlement will become final and effective only upon  
12 the occurrence of all of the following events:

- 13 1. The Court enters an order granting preliminary approval of the Settlement;
- 14 2. The Court enters the Final Approval Order and Judgment;
- 15 3. If there are objectors, the time for appeal from the Final Approval Order and  
16 Judgment expires or, if an appeal is timely filed, there is a final resolution of  
17 any appeal from the Final Approval Order and Judgment; and
- 18 4. Defendant does not invoke its right to revoke the Settlement as described in  
19 paragraph III.O herein.

20 F. Nullification of Settlement Agreement. In the event that this Settlement Agreement  
21 is not preliminarily or finally approved by the Court; fails to become effective; or is  
22 reversed, withdrawn, or modified by the Court:

- 23 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,  
24 and shall not be admissible in any judicial, administrative, or arbitral  
25 proceeding with respect to any issue, substantive or procedural, regarding  
26 class- or representative-action treatment, or regarding the merits (or lack  
27 thereof) of the claims asserted in the Action;
- 28 2. The conditional class certification (obtained for any purpose) shall be void

1                    *ab initio* and of no force or effect, and shall not be admissible in any judicial,  
2                    administrative, or arbitral proceeding with respect to any issue, substantive  
3                    or procedural, regarding class- or representative-action treatment, or  
4                    regarding the merits (or lack thereof) of the claims asserted in the Action;  
5                    and

6                    3.        None of the Parties to this Settlement will be deemed to have waived any  
7                    claims, objections, defenses, or arguments in the Action, including with  
8                    respect to the issue of class certification.

9                    G.        Certification of the Settlement Class. The Parties stipulate to conditional class  
10                    certification for the Covered Period for purposes of settlement only. In the event  
11                    that this stipulation is not approved by the Court; fails to become effective; or is  
12                    reversed, withdrawn, or modified by the Court, the conditional class certification  
13                    (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall  
14                    not be admissible in any judicial, administrative, or arbitral proceeding with respect  
15                    to any issue, substantive or procedural, regarding class- or representative-action  
16                    treatment, or regarding the merits (or lack thereof) of the claims asserted in the  
17                    Action.

18                    H.        Tax Liability. The Parties make no representations as to the tax treatment or legal  
19                    effect of the payments called for hereunder, and Settlement Class Members are not  
20                    relying on any statement or representation by the Parties in this regard. Settlement  
21                    Class Members understand and agree that they will be responsible for the payment  
22                    of any taxes and penalties assessed on the Individual Settlement Payments described  
23                    herein (other than the Employer-Side Payroll Taxes), and will hold the Parties free  
24                    and harmless from and against any claims, liabilities, costs, and expenses, including  
25                    attorneys' fees, resulting in any way from personal tax treatment of the payments  
26                    made pursuant to this Agreement (other than the Employer-Side Payroll Taxes),  
27                    including the treatment of such payments as not subject to withholding or deduction  
28                    for payroll and employment taxes.

1 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this  
2 paragraph, the “acknowledging party” and each Party to this Agreement other than  
3 the acknowledging party, an “other party”) acknowledges and agrees that: (1) no  
4 provision of this Agreement, and no written communication or disclosure between  
5 or among the Parties or their attorneys and other advisers, is or was intended to be,  
6 nor shall any such communication or disclosure constitute or be construed or be  
7 relied upon as, tax advice within the meaning of United States Treasury Department  
8 circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has  
9 relied exclusively upon his, her, or its own, independent legal and tax counsel for  
10 advice (including tax advice) in connection with this Agreement, (b) has not entered  
11 into this Agreement based upon the recommendation of any other Party or any  
12 attorney or advisor to any other Party, and (c) is not entitled to rely upon any  
13 communication or disclosure by any attorney or adviser to any other party to avoid  
14 any tax penalty that may be imposed on the acknowledging party; and (3) no  
15 attorney or adviser to any other Party has imposed any limitation that protects the  
16 confidentiality of any such attorney’s or adviser’s tax strategies (regardless of  
17 whether such limitation is legally binding) upon disclosure by the acknowledging  
18 party of the tax treatment or tax structure of any transaction, including any  
19 transaction contemplated by this Agreement.

20 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file  
21 with the Court a motion for order granting preliminary approval and supporting  
22 papers, which shall include this Settlement Agreement. Defendant shall timely file  
23 a statement of non-opposition to the motion for order granting preliminary approval.

24 K. Settlement Administrator. The Settlement Administrator shall be responsible for:  
25 processing and mailing payments to the Class Representative, Class Counsel, the  
26 California Labor and Workforce Development Agency (“LWDA”), and Settlement  
27 Class Members as directed by the Court; printing and mailing the Notice Packets to  
28 Class Members as directed by the Court; receiving and reporting the objections and

1 requests for exclusion; distributing tax forms; processing and mailing tax payments  
2 to the appropriate state and federal taxing authorities; providing declaration(s) as  
3 necessary in support of preliminary and/or final approval of this Settlement; and  
4 other tasks as the Parties mutually agree or the Court orders the Settlement  
5 Administrator to perform. The Settlement Administrator shall keep the Parties  
6 timely apprised of the performance of all Settlement Administrator responsibilities.

7 L. Notice Procedure.

8 1. Class Data. No later than fourteen (14) calendar days after the Preliminary  
9 Approval Date, Defendant shall provide the Settlement Administrator with  
10 the Class Data for purposes of preparing and mailing Notice Packets to Class  
11 Members. The Class Data shall be confidential. The Settlement  
12 Administrator shall not provide the Class Data to Class Counsel, Plaintiff, or  
13 any third party, and shall not use the Class Data or any information  
14 contained therein for any purpose other than to administer this Settlement.

15 2. Notice Packets.

16 a) The Notice Packet shall contain the Notice of Class-Action  
17 Settlement in a form substantially similar to the form attached hereto  
18 as Exhibit 1. The Notice of Class-Action Settlement shall inform  
19 Class Members that, in order to receive an Individual Settlement  
20 Payment, they do not need to do anything except to keep the  
21 Settlement Administrator apprised of their respective current mailing  
22 addresses. The Notice of Class-Action Settlement shall set forth the  
23 release to be given by all Settlement Class Members in exchange for  
24 an Individual Settlement Payment.

25 b) The Notice Packet shall contain the Employment-Information Sheet,  
26 in a form substantially similar to the form attached as Exhibit 2, and  
27 shall include the Class Member's starting and ending dates of  
28 employment during the Covered Period, the number of Compensable

1 Workweeks, and the estimated amount of his or her Individual  
2 Settlement Payment if he or she does not request to be excluded from  
3 the Settlement. The Settlement Administrator shall use the Class  
4 Data to determine the dates of employment and calculate the number  
5 of Compensable Workweeks for each Class Member.

6 c) The Notice Packet shall contain the Change-of-Address Form, in a  
7 form substantially similar to the form attached as Exhibit 3.

8 3. Notice By First-Class U.S. Mail. Upon receipt of the Class Data, the  
9 Settlement Administrator will perform a search based on the National  
10 Change of Address Database to update and correct any known or identifiable  
11 address changes. No later than fourteen (14) calendar days after receiving  
12 the Class Data from Defendant as provided herein, the Settlement  
13 Administrator shall mail copies of the Notice Packet to all Class Members  
14 via regular first-class U.S. Mail. The Settlement Administrator shall  
15 exercise its best judgment to determine the current mailing address for each  
16 Class Member. The address identified by the Settlement Administrator as  
17 the current mailing address shall be presumed to be the best mailing address  
18 for each Class Member.

19 4. Undeliverable Notices. Any Notice Packets returned to the Settlement  
20 Administrator as non-delivered on or before the Response Deadline shall be  
21 re-mailed to the forwarding address affixed thereto. If no forwarding  
22 address is provided, the Settlement Administrator shall promptly attempt to  
23 determine a correct address by lawful use of skip-tracing or other search  
24 using the name, address, and/or Social Security number of the Class Member  
25 involved, and shall then perform a re-mailing, if another mailing address is  
26 identified by the Settlement Administrator. Class Members who are sent a  
27 re-mailed Notice Packet shall have their Response Deadline extended fifteen  
28 (15) calendar days from the original Response Deadline.



- 1           5.     Disputes Regarding Individual Settlement Payments. Class Members will  
2           have the opportunity, should they disagree with Defendant’s records  
3           regarding the dates of employment stated on their Employment-Information  
4           Sheet, to provide documentation and/or an explanation to show contrary  
5           employment dates. If there is a dispute, the Settlement Administrator will  
6           consult with the Parties to determine whether an adjustment is warranted.  
7           The Settlement Administrator shall determine the eligibility for, and the  
8           amounts of, any Individual Settlement Payments under the terms of this  
9           Agreement, and that determination shall be binding.
- 10          6.     Disputes Regarding Administration of Settlement. Any disputes not  
11          resolved by the Settlement Administrator concerning the administration of  
12          the Settlement will be resolved by the Court under the laws of the State of  
13          California. Prior to any such involvement of the Court, respective counsel  
14          for the Parties will confer in good faith to resolve the disputes without the  
15          necessity of involving the Court.
- 16          7.     No Claim Form Required. Settlement Class Members are not required to  
17          submit a claim form to receive an Individual Settlement Payment. The  
18          Notice of Class-Action Settlement contained in the Notice Packet shall state  
19          that Class Members who wish to receive Individual Settlement Payments  
20          need not do anything except to keep the Settlement Administrator apprised  
21          of a current mailing address in order to receive an Individual Settlement  
22          Payment check following the Effective Date of the Settlement.
- 23          8.     Exclusions. The Notice of Class-Action Settlement contained in the Notice  
24          Packet shall state that Class Members who wish to exclude themselves from  
25          the Settlement must submit a written request for exclusion by the Response  
26          Deadline. The written request for exclusion must state that the Class  
27          Member wishes to exclude himself or herself from the Settlement and (1)  
28          must contain the name, address, telephone number, and the last four digits of

1 the Social Security number of the person requesting exclusion; (2) must be  
2 signed by the Class Member; (3) must be postmarked or fax-stamped by the  
3 Response Deadline and returned to the Settlement Administrator at the  
4 specified address or fax telephone number; and (4) contain a typewritten or  
5 handwritten notice stating in substance: "I have read the Notice sent to me,  
6 and I wish to opt out of the class-action Settlement of the case *Martin Coletti*  
7 *v. Nugget Market, Inc.*, Marin County Superior Court, Case Number  
8 CIV1600425. I understand that I will not receive an Individual Settlement  
9 Payment pursuant to the terms of the Settlement." The request for exclusion  
10 will not be valid if it is not timely submitted, if it is not signed by the Class  
11 Member, or if it does not contain the name and address of the Class Member.  
12 The date of the postmark or fax-stamp on the request for exclusion shall be  
13 the exclusive means used to determine whether the request for exclusion was  
14 timely submitted. Any Class Member who requests to be excluded from the  
15 Settlement Class will not be entitled to any recovery under the Settlement  
16 and will not be bound by the terms of the Settlement or have any right to  
17 object, appeal, or comment thereon. Class Members who fail to submit a  
18 valid and timely written request for exclusion on or before the Response  
19 Deadline shall be bound by all terms of the Settlement and any final  
20 judgment entered in this Action if the Settlement is approved by the Court.  
21 No later than fourteen (14) calendar days after the Response Deadline, the  
22 Settlement Administrator shall provide counsel for the Parties with a final  
23 list of the Class Members who have timely submitted written requests for  
24 exclusion. At no time shall any of the Parties or their respective counsel  
25 seek to solicit or otherwise encourage Class Members to submit requests for  
26 exclusion from the Settlement.

27 a) If any Class Member submits a defective request for exclusion before  
28 the Response Deadline, the Settlement Administrator shall notify

1 both Class Counsel and Defendant’s Counsel so that the Parties can  
2 meet and confer regarding any such defective request for exclusion  
3 and thereafter promptly instruct the Settlement Administrator  
4 concerning the defect(s).

5 9. Objections. The Notice of Class-Action Settlement contained in the Notice  
6 Packet shall state that Settlement Class Members who wish to object to the  
7 Settlement must submit to the Settlement Administrator a written statement  
8 of objection (“Notice of Objection”) by the Response Deadline. The Notice  
9 of Objection must be postmarked or fax-stamped by the Response Deadline  
10 and returned to the Settlement Administrator at the specified address or fax  
11 telephone number. The date of the postmark or fax-stamp on the Notice of  
12 Objection shall be deemed the exclusive means for determining that a Notice  
13 of Objection was served timely. The Notice of Objection must be signed by  
14 the Settlement Class Member and state: (1) the full name of the Settlement  
15 Class Member; (2) the dates of employment of the Settlement Class  
16 Member; (3) the last four digits of the Settlement Class Member’s Social  
17 Security number and/or the Employee ID number; (4) the basis for the  
18 objection; and (5) if the Settlement Class Member intends to appear at the  
19 Final Approval/Settlement Fairness Hearing. Settlement Class Members  
20 who fail to make objections in the manner specified above shall be deemed  
21 to have waived any objections and shall be foreclosed from making any  
22 objections (whether by appeal or otherwise) to the Settlement. Settlement  
23 Class Members who submit a timely Notice of Objection will have a right to  
24 appear at the Final Approval/Settlement Fairness Hearing in order to have  
25 their objections heard by the Court. No Settlement Class Member may  
26 appear at the Final Approval/Settlement Fairness Hearing unless he or she  
27 has served a timely objection that complies with the procedures provided in  
28 this paragraph. At no time shall any of the Parties or their respective counsel

1 seek to solicit or otherwise encourage Settlement Class Members to file or  
2 serve objections to the Settlement or appeal from the Final Approval Order  
3 and Judgment. Class Members who submit a written request for exclusion  
4 are not entitled to object to the Settlement.

5 M. Funding and Allocation of the Maximum Settlement Amount. Defendant is  
6 required to pay the sum of the Individual Settlement Payments, the Class  
7 Representative Service Award, the Class Counsel Award, the PAGA Payment, the  
8 Employer-Side Payroll Taxes, and the Settlement Administration Costs, as specified  
9 in this Agreement and as approved by the Court, up to the Maximum Settlement  
10 Amount.

11 1. Funding Due Date. No later than five (5) calendar days after the Effective  
12 Date, Defendant shall provide the Maximum Settlement Amount to the  
13 Settlement Administrator to fund the Settlement, as set forth in this  
14 Agreement.

15 2. Individual Settlement Payments. Individual Settlement Payments shall be  
16 paid from the Net Settlement Amount pursuant to the formula set forth  
17 herein.

18 a) Calculation of Individual Settlement Payments. Using the Class  
19 Data, the Settlement Administrator will calculate the total  
20 Compensable Workweeks for all Settlement Class Members. The  
21 respective Compensable Workweeks for each Settlement Class  
22 Member will be divided by the total Compensable Workweeks for all  
23 Settlement Class Members, resulting in the Payment Ratio for each  
24 Settlement Class Member. Each Settlement Class Member's  
25 Payment Ratio will then be multiplied by the Net Settlement Amount  
26 to calculate each Settlement Class Member's estimated Individual  
27 Settlement Payment.

28 b) Allocation. For tax purposes, Individual Settlement Payments shall

1 be allocated and treated as follows: (i) seven percent (7%) as wages  
2 and (ii) ninety-three percent (93%) as penalties and interest.

3 c) Mailing. Individual Settlement Payments shall be mailed by regular  
4 first-class U.S. Mail to Settlement Class Members' respective last-  
5 known mailing addresses no later than fourteen (14) calendar days  
6 after the Effective Date.

7 d) Expiration. Any checks issued to Settlement Class Members shall  
8 remain valid and negotiable for one-hundred and eighty (180)  
9 calendar days from the date of their issuance. In the event an  
10 Individual Settlement Payment check has not been cashed within  
11 one-hundred and eighty (180) calendar days, all funds represented by  
12 such uncashed checks shall be tendered to the Department of  
13 Industrial Relations Unpaid Wages Fund, so that all Settlement Class  
14 Members will have an opportunity to claim their payments from the  
15 Department of Industrial Relations after the expiration of their  
16 checks.

17 3. Class Representative Service Award. Defendant agrees not to oppose or  
18 object to any application or motion by Plaintiff for a Class Representative  
19 Service Award of up to ten-thousand dollars (\$10,000.00) to Plaintiff. The  
20 Settlement Administrator shall pay the Class Representative Service Award  
21 to Plaintiff from the Maximum Settlement Amount no later than fourteen  
22 (14) calendar days after the Effective Date. Any portion of the requested  
23 Class Representative Service Award that is not awarded to the Class  
24 Representative shall be part of the Net Settlement Amount and shall be  
25 distributed to Settlement Class Members as provided in this Agreement. The  
26 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff  
27 for his Class Representative Service Award. Plaintiff shall be solely and  
28 legally responsible to pay any and all applicable taxes on his Class

1 Representative Service Award and shall hold harmless Defendant from any  
2 claim or liability for taxes, penalties, or interest arising as a result of the  
3 Class Representative Service Award. The Class Representative Service  
4 Award shall be in addition to Plaintiff's Individual Settlement Payment as a  
5 Settlement Class Member. In the event that the Court reduces or does not  
6 approve the requested Class Representative Service Award, Plaintiff shall  
7 not have the right to revoke the Settlement, and it will remain binding.

8 4. Class Counsel Award. Defendant agrees not to oppose or object to any  
9 application or motion by Class Counsel for attorneys' fees not to exceed  
10 thirty percent (30%) of the Maximum Settlement Amount (\$600,000.00 out  
11 of \$2,000,000.00), plus costs and expenses supported by declaration, from  
12 the Maximum Settlement Amount. Any portion of the requested Class  
13 Counsel Award that is not awarded to Class Counsel shall be part of the Net  
14 Settlement Amount and shall be distributed to Settlement Class Members as  
15 provided in this Agreement. The Settlement Administrator shall pay the  
16 Class Counsel Award to Class Counsel from the Maximum Settlement  
17 Amount no later than fourteen (14) calendar days after the Effective Date.  
18 Class Counsel shall be solely and legally responsible to pay all applicable  
19 taxes on the payment made pursuant to this paragraph. The Settlement  
20 Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for  
21 the payments made pursuant to this paragraph. In the event that the Court  
22 reduces or does not approve the requested Class Counsel Award, Plaintiff  
23 and Class Counsel shall not have the right to revoke the Settlement, and the  
24 Settlement will remain binding.

25 5. PAGA Payment. Fifty-thousand dollars (\$50,000.00) shall be allocated from  
26 the Maximum Settlement Amount for settlement of claims for civil penalties  
27 under PAGA. The Settlement Administrator shall pay seventy-five percent  
28 (75%) of the PAGA Payment, or \$37,500.00, to the LWDA no later than

1                   fourteen (14) calendar days after the Effective Date. Twenty-five (25%) of  
2                   the PAGA Payment, or \$12,500.00, will be part of the Net Settlement  
3                   Amount and distributed to Settlement Class Members as described in this  
4                   Agreement.

5                   6.     Settlement Administration Costs. The Settlement Administrator shall be  
6                   paid for its reasonably incurred fees and expenses, which are estimated not  
7                   to exceed thirty-one thousand five hundred dollars (\$31,500.00). The  
8                   Settlement Administrator shall be paid the Settlement Administration Costs  
9                   no later than fourteen (14) calendar days after the Effective Date.

10            N.     Final Approval Motion. At the earliest practicable time following the expiration of  
11            the Response Deadline, Plaintiff shall file with the Court a motion for final approval  
12            of the Settlement, which motion shall request final approval of the Settlement and  
13            the amounts payable for the Class Representative Service Award, the Class Counsel  
14            Award, and the Settlement Administration Costs.

15            1.     Declaration by Settlement Administrator. The Settlement Administrator  
16            shall submit a declaration in support of Plaintiff's motion for final approval  
17            of this Settlement detailing the number of Notice Packets mailed and re-  
18            mailed to Class Members, the number of undeliverable Notice Packets, the  
19            number of timely requests for exclusion, the number of objections received,  
20            the amount of the average Individual Settlement Payment, the Settlement  
21            Administration Costs, and any other information as the Parties mutually  
22            agree or the Court orders the Settlement Administrator to provide.

23            O.     Defendant's Option to Terminate Settlement. Defendant has, in its sole discretion,  
24            the unilateral right to terminate the Settlement if, after the Response Deadline and  
25            before the Final Approval/Settlement Fairness Hearing, the number of Class  
26            Members who submitted timely and valid written requests for exclusion from the  
27            Settlement is at least five percent (5%) of all Class Members. If Defendant  
28            exercises the option to terminate this Settlement, Defendant shall: (a) provide

1 written notice to Class Counsel within seven (7) calendar days after the Response  
2 Deadline and (b) pay all Settlement Administration Costs incurred up to the date of  
3 the termination, as well as all Settlement Administration Costs incurred as a result  
4 of the termination; and the Parties shall proceed in all respects as if this Agreement  
5 had not been executed.

6 P. Defendant's Review of the Motions for Preliminary and Final Approval. Class  
7 Counsel will provide an opportunity for counsel for Defendant to review the  
8 motions for preliminary and final approval prior to filing with the Court. Class  
9 Counsel shall provide a draft of each motion to Defendant's counsel for review  
10 three (3) business days before filing them with the Court. The Parties and their  
11 respective counsel will cooperate with each other and use their best efforts to effect  
12 the Court's approval of the motions.

13 Q. Defendant's Legal Fees, Costs, and Expenses. All of Defendant's own legal fees,  
14 costs, and expenses incurred in the Action shall be borne by Defendant.

15 R. Cooperation. The Parties and their respective counsel will cooperate with each  
16 other and use their best efforts to effect the implementation of the Settlement.

17 S. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,  
18 except such proceedings necessary to implement and complete the Settlement,  
19 pending the Final Approval/Settlement Fairness Hearing to be conducted by the  
20 Court.

21 T. Amendment or Modification. This Agreement may be amended or modified only  
22 by a written instrument signed by respective counsel for all Parties or their  
23 successors-in-interest.

24 U. Entire Agreement. This Agreement and any attached Exhibits constitute the entire  
25 Agreement among these Parties, and no oral or written representations, warranties,  
26 or inducements have been made to any Party concerning this Agreement or its  
27 Exhibits other than the representations, warranties, and covenants contained and  
28 memorialized in the Agreement and its Exhibits.



- 1 V. Authorization to Enter Into Settlement Agreement. Respective counsel for the  
2 Parties warrant and represent they are expressly authorized by the Parties whom  
3 they represent to negotiate this Agreement and to take all appropriate actions  
4 required or permitted to be taken by such Parties pursuant to this Agreement to  
5 effectuate its terms, and to execute any other documents required to effectuate the  
6 terms of this Agreement. The persons signing this Agreement on behalf of  
7 Defendant represent and warrant that they are authorized to sign this Agreement on  
8 behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign  
9 this Agreement and that he has not assigned any claim, or part of a claim, covered  
10 by this Settlement to a third party.
- 11 W. Binding on Successors and Assigns. This Agreement shall be binding upon, and  
12 inure to the benefit of, the respective successors or assigns of the Parties hereto, as  
13 previously defined.
- 14 X. California Law Governs. All terms of this Agreement and the Exhibits hereto, and  
15 any disputes arising hereunder, shall be governed by, and interpreted according to,  
16 the laws of the State of California.
- 17 Y. Counterparts. This Agreement may be executed in one or more counterparts. All  
18 executed counterparts and each of them shall be deemed to be one and the same  
19 instrument, provided that respective counsel for the Parties to this Agreement shall  
20 exchange among themselves copies or originals of the signed counterparts.
- 21 Z. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this  
22 Settlement is a fair, adequate, and reasonable settlement of this Action, and they  
23 have arrived at this Settlement after extensive arm's length negotiations, taking into  
24 account all relevant factors, present and potential.
- 25 AA. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction  
26 with respect to the interpretation, implementation, and enforcement of the terms of  
27 this Agreement and all orders and judgments entered in connection therewith, and  
28 the Parties and their respective counsel hereto submit to the jurisdiction of the Court

1 for purposes of interpreting, implementing, and enforcing the Settlement embodied  
2 in this Agreement and all orders and judgments entered in connection therewith.

3 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement  
4 invalid, the Court shall first attempt to construe the provisions valid to the fullest  
5 extent possible consistent with applicable precedents so as to define all provisions of  
6 this Agreement valid and enforceable.

7 CC. Publicity. Plaintiff will not disclose or publicize the Settlement, including the fact  
8 of the Settlement, its terms or contents, and the negotiations underlying the  
9 Settlement, in any manner or form, directly or indirectly, to any person or entity.  
10 Likewise, Class Counsel will not disclose or publicize the Settlement, including the  
11 fact of the Settlement, its terms or contents, and the negotiations underlying the  
12 Settlement, in any manner or form, directly or indirectly, to any person or entity  
13 prior to the entry of the Final Approval Order and Judgment. However, nothing in  
14 this paragraph shall restrict Plaintiff and Class Counsel from responding to  
15 questions from Class Members, or describing and explaining the specific terms of  
16 the Settlement to Class Members. In addition, nothing in this paragraph shall  
17 restrict statements made in papers filed with the Court or any other court of  
18 competent jurisdiction in connection with the Settlement of the claims against  
19 Defendant in this Action or any continuing prosecution of the Action in other  
20 respects. Similarly, nothing in this paragraph shall restrict Plaintiff and Class  
21 Counsel from disclosing information to judicial, administrative, or arbitral entities;  
22 or to Plaintiff and Class Counsel's respective attorneys, accountants, or other  
23 professional advisors to whom disclosure is reasonably necessary to effect the  
24 purpose for which they consulted such persons or entities.

25 DD. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not  
26 currently intend to pursue any new claims against Defendant, including but not  
27 limited to any and all claims relating to, or arising from, Plaintiff's employment  
28 with Defendant, and that Plaintiff's Counsel is not currently aware of any facts or

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legal theories upon which any claims or causes of action could be brought against Defendant, excepting those facts or legal theories alleged in the Complaint in this Action. The Parties acknowledge, understand, and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

EE. Waiver of Certain Appeals. The Parties agree to stipulate to class certification for purposes of this Settlement only. The Parties also agree to waive appeals of any order or judgment made in furtherance of the Settlement, including but not limited to the Final Approval Order and Judgment, provided that the material terms of the Settlement are approved as requested. Defendant shall not be responsible for fees, costs, or expenses of any kind incurred by Class Members (including Plaintiff) in connection with any appeal of any order or judgment made in furtherance of the Settlement.

FF. No Admissions. Plaintiff has claimed, and continues to claim, that the Released Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement, and no documents referred to herein and no action taken to carry out this Agreement, may be construed or used as an admission by or against Defendant, Plaintiff, or Class Counsel as to the merits or lack thereof of the claims asserted.

/////

1 IN WITNESS WHEREOF, this Settlement Agreement is executed by and on behalf of the  
2 Settling Parties and their duly authorized attorneys, as of the day and year herein set forth.

3 DATED: December \_\_\_\_, 2016

4 By: \_\_\_\_\_  
5 Plaintiff, MARTIN COLETTI

6 DATED: December \_\_\_\_, 2016

NORTH BAY LAW GROUP

7  
8 By: \_\_\_\_\_  
9 DAVID S. HARRIS  
Attorneys for Plaintiff MARTIN COLETTI

10 DATED: December \_\_\_\_, 2016

JAURIGUE LAW GROUP

11  
12 By: \_\_\_\_\_  
13 MICHAEL J. JAURIGUE  
14 ABIGAIL A. ZELENSKI  
DAVID ZELENSKI  
Attorneys for Plaintiff MARTIN COLETTI

15 DATED: December \_\_\_\_, 2016

NUGGET MARKET, INC.

16  
17 By: \_\_\_\_\_  
18 ERIC STILLE  
Chief Executive Officer, Nugget Market, Inc.

19 DATED: December \_\_\_\_, 2016

OGLETREE, DEAKINS, NASH, SMOAK &  
20 STEWART, P.C.

21  
22 By: \_\_\_\_\_  
23 THOMAS M. MCINERNEY  
CAROLYN B. HALL  
MICHAEL D. WILSON, JR.

24 Attorneys for Defendant NUGGET MARKET, INC.

25  
26 26382280.14

1 IN WITNESS WHEREOF, this Settlement Agreement is executed by and on behalf of the  
2 Settling Parties and their duly authorized attorneys, as of the day and year herein set forth.

3 DATED: December 8, 2016

4 By: Martin Coletti  
5 Plaintiff, MARTIN COLETTI

6 DATED: December 8, 2016

NORTH BAY LAW GROUP

7  
8 By: David S. Harris  
9 DAVID S. HARRIS  
Attorneys for Plaintiff MARTIN COLETTI

10 DATED: December \_\_, 2016

JAURIGUE LAW GROUP

11  
12 By: \_\_\_\_\_  
13 MICHAEL J. JAURIGUE  
14 ABIGAIL A. ZELENSKI  
DAVID ZELENSKI  
Attorneys for Plaintiff MARTIN COLETTI

15 DATED: December \_\_, 2016

NUGGET MARKET, INC.

16  
17 By: \_\_\_\_\_  
18 ERIC STILLE  
Chief Executive Officer, Nugget Market, Inc.

19 DATED: December \_\_, 2016

20 OGLETREE, DEAKINS, NASH, SMOAK &  
21 STEWART, P.C.

22 By: \_\_\_\_\_  
23 THOMAS M. MCINERNEY  
24 CAROLYN B. HALL  
25 MICHAEL D. WILSON, JR.  
26 Attorneys for Defendant NUGGET MARKET, INC.

27 26382280.14

1 IN WITNESS WHEREOF, this Settlement Agreement is executed by and on behalf of the  
2 Settling Parties and their duly authorized attorneys, as of the day and year herein set forth.

3 DATED: December \_\_\_, 2016

4 By: \_\_\_\_\_  
5 Plaintiff, MARTIN COLETTI


6 DATED: December \_\_\_, 2016

NORTH BAY LAW GROUP

7  
8 By: \_\_\_\_\_  
9 DAVID S. HARRIS  
Attorneys for Plaintiff MARTIN COLETTI

10 DATED: December 8, 2016

JAURIGUE LAW GROUP

11  
12 By:  \_\_\_\_\_  
13 MICHAEL J. JAURIGUE  
14 ABIGAIL A. ZELENSKI  
DAVID ZELENSKI  
Attorneys for Plaintiff MARTIN COLETTI

15 DATED: December \_\_\_, 2016

NUGGET MARKET, INC.

16  
17 By: \_\_\_\_\_  
18 ERIC STILLE  
Chief Executive Officer, Nugget Market, Inc.

19 DATED: December \_\_\_, 2016

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

20  
21 By: \_\_\_\_\_  
22 THOMAS M. MCINERNEY  
23 CAROLYN B. HALL  
MICHAEL D. WILSON, JR.

24 Attorneys for Defendant NUGGET MARKET, INC.

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IN WITNESS WHEREOF, this Settlement Agreement is executed by and on behalf of the Settling Parties and their duly authorized attorneys, as of the day and year herein set forth.

DATED: December \_\_, 2016

By: \_\_\_\_\_  
Plaintiff, MARTIN COLETTI

NORTH BAY LAW GROUP

DATED: December \_\_, 2016

By: \_\_\_\_\_  
DAVID S. HARRIS  
Attorneys for Plaintiff MARTIN COLETTI

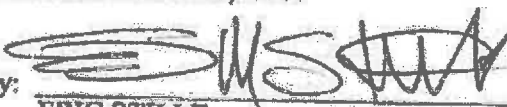
JAURIGUE LAW GROUP

DATED: December \_\_, 2016

By: \_\_\_\_\_  
MICHAEL J. JAURIGUE  
ABIGAIL A. ZELENSKI  
DAVID ZELENSKI  
Attorneys for Plaintiff MARTIN COLETTI

DATED: December 7, 2016

NUGGET MARKET, INC.

By:   
ERIC STILLE  
Chief Executive Officer, Nugget Market, Inc.

DATED: December \_\_, 2016

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: \_\_\_\_\_  
THOMAS M. MCINERNEY  
CAROLYN B. HALL  
MICHAEL D. WILSON, JR.

Attorneys for Defendant NUGGET MARKET, INC.

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1 IN WITNESS WHEREOF, this Settlement Agreement is executed by and on behalf of the  
2 Settling Parties and their duly authorized attorneys, as of the day and year herein set forth.

3 DATED: December \_\_, 2016  
4

By: \_\_\_\_\_  
Plaintiff, MARTIN COLETTI

5 DATED: December \_\_, 2016  
6

NORTH BAY LAW GROUP

7

By: \_\_\_\_\_  
DAVID S. HARRIS  
Attorneys for Plaintiff MARTIN COLETTI

8 DATED: December \_\_, 2016  
9

JAURIGUE LAW GROUP

10

By: \_\_\_\_\_  
MICHAEL J. JAURIGUE  
ABIGAIL A. ZELENSKI  
DAVID ZELENSKI  
Attorneys for Plaintiff MARTIN COLETTI

11 DATED: December \_\_, 2016  
12

NUGGET MARKET, INC.

13


By: \_\_\_\_\_  
ERIC STILLE  
Chief Executive Officer, Nugget Market, Inc.

14

15 DATED: December 9, 2016  
16

OGLETREE, DEAKINS, NASH, SMOAK &  
STEWART, P.C.

17

By:  \_\_\_\_\_  
THOMAS M. MCINERNEY  
CAROLYN B. HALL  
MICHAEL D. WILSON, JR.

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Attorneys for Defendant NUGGET MARKET, INC.

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