

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

Trevethan v. Best Reps, Inc. et al.
(Alameda County Superior Court Case No. RG19030252)

Trevethan v. Integro Marketing Group Inc., et al.
(San Francisco County Superior Court Case No. CGC-19-579859)

Trevethan v. Sales Pros, LLC, et al.
(San Francisco County Superior Court Case No. CGC-19-576645)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT.
PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	<p><u>If you received a version of this notice directly by mail,</u> and you do nothing, and the Court approves the Settlement, you will receive a payment.</p> <p><u>If you were not contacted directly and must file a claim</u> and you do nothing, and the Court approves the Settlement, you will not receive any money from the Settlement. You will give up your right to object to the Settlement, and you will not be able to be part of any other lawsuit about the legal claims in this case.</p> <p>If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendants and Advantage Sales & Marketing LLC dba Advantage Solutions as detailed below.</p>
Exclude Yourself	<p>If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement.</p> <p>Instructions are set forth below.</p>
Object	<p>You may write to the Court about why you believe the Settlement should not be approved.</p> <p>Directions are provided below.</p>

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of Alameda (the “Court”), as well as of two related actions pending in the Superior Court for the State of California, County of San Francisco, has been reached between Plaintiff Donna Trevethan (“Plaintiff”) and (1) Defendants Safeway Inc. (“Safeway”) and Albertsons Companies, Inc. (“Albertsons”); (2) Defendant Costco Wholesale Corporation (“Costco”) (Safeway, Albertsons, and Costco shall be collectively referred to herein as “Defendants”); and (3) Advantage Sales & Marketing LLC dba Advantage Solutions,

including any of its current and former parents, subsidiaries, related and/or affiliated entities (“Advantage”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

(i) all alleged current and former non-exempt employees or contractors of Safeway or Albertsons and/or any staffing agency or third party in the state of California who sold or promoted goods in Safeway stores and any stores owned or operated by Safeway from June 12, 2015 through November 4, 2025 (“Class Period”);

(ii) all alleged current and former non-exempt employees in the state of California who worked for Advantage (or any third party vendors or contractors who contracted with Advantage to provide staff to Safeway locations) to sell or promote goods in Safeway stores in California during the Class Period; or

(iii) all alleged current and former non-exempt employees in the state of California who worked for Integro (or any third party vendors or contractors who contracted with Integro to provide staff to Costco warehouses in California) to sell or promote goods in Costco warehouses in California during the Class Period.

This Class Notice explains the lawsuit and related actions, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On June 12, 2019, August 7, 2019, and October 8, 2019, respectively, Plaintiff Donna Trevethan commenced three actions alleging causes of action against Defendants: *Donna Trevethan v. Sales Pros LLC, et al.* (San Francisco Superior Court, Case No. CGC19576645); *Donna Trevethan v. Integro Marketing Group, et al.* (San Francisco Superior Court, Case No. CGC-19-579859); and *Donna Trevethan v. Best Reps, Inc. et al.* (Alameda County Superior Court, Case No. RG19030252). In *Trevethan v. Best Reps, Inc. et al.*, Plaintiff alleged causes of action for: (i) Failure to Provide Meal Periods; (ii) Failure to Provide Rest Periods; (iii) Failure to Pay Hourly Wages; (iv) Failure to Provide Accurate Written Wage Statements; (v) Failure to Timely Pay All Final Wages; (vi) Unfair Competition. In *Trevethan v. Integro Marketing Group, et al.*, Plaintiff alleged causes of action for: (i) Failure to Provide Meal Periods; (ii) Failure to Provide Rest Periods; (iii) Failure to Pay Hourly Wages; (iv) Failure to Indemnify; (v) Failure to Provide Accurate Written Wage Statements; (vi) Failure to Timely Pay All Final Wages; (vii) Unfair Competition; and (viii) Sharing of Liability with Labor Contractor. In *Trevethan v. Sales Pros LLC, et al.*, Plaintiff alleged causes of action for: (i) Failure to Provide Meal Periods; (ii) Failure to Provide Rest Periods; (iii) Failure to Pay Hourly Wages; (iv) Failure to Indemnify; (v) Failure to Provide Accurate Written Wage Statements; (vi) Failure to Timely Pay All Final Wages; and (vii) Sharing of Liability with Labor Contractor.

On June 18, 2025, Plaintiff filed a Fourth Amended Complaint alleging an additional cause of action for violations of the Private Attorneys General Act, California Labor Code sections 2698, et seq. (“PAGA”). PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state’s labor law enforcement agency. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorney general to enforce the Labor Code.

Defendants deny and dispute all claims asserted in the Action. Specifically, Defendants contended (and continue to contend) that the Action could not properly be maintained as a class action; that Defendants and/or third party agencies properly paid members of the class all wages that were due; that Defendants and/or third party agencies provided members of the class with all legally required meal breaks and rest breaks; that Defendants and/or third party agencies paid any members of the class all wages due them at the time of their terminations; that Defendants and/or third party agencies maintained and issued appropriate written wage statements; that Defendants and/or third party agencies reimbursed members of the class for required business expenses; and that Defendants did not violate California Business and Professions Code section 17200 or California Labor Code section 2810.3.

The Court granted preliminary approval of the Settlement on November 4, 2025. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Setareh Law Group to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Safeway/Albertsons, Advantage, and Costco have collectively agreed to pay a total sum of \$1,035,000.00 to fund the settlement (the “Gross Settlement Amount”). Safeway/Albertsons and Advantage’s combined payments will be allocated to Class Members who sold or promoted goods in Safeway stores; Costco’s payment will be allocated to Class Members who sold or promoted goods in Costco warehouses. The Gross Settlement Amount includes the payment of all Individual Class Payments and Individual PAGA Payments to Settlement Class Members, Class Counsel Fees and Litigation Expenses, Settlement Administration Expenses, LWDA PAGA Payment, and the Class Representative Service Payment.

After the Judgment becomes Final, Defendants will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means the date the Judgment is no longer subject to appeal, or if an appeal is filed, the date the appeal process is completed, and the Judgment is affirmed.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$30,000.00 for expenses, including expenses of sending this Notice and a Publication Notice, processing opt-outs, and distributing settlement payments.
- Class Counsel Fees and Litigation Expenses. Payment to Class Counsel attorneys’ not to exceed one-third of the Gross Settlement Amount (currently \$345,000.00) plus costs and expenses not to exceed \$50,000.00, both subject to Court approval. Class Counsel have been prosecuting the Actions on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment of up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Actions, and for the risks she undertook.
- PAGA Payment. A payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$7,500.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA PAGA Payment”) and the remaining \$2,500.00 will be distributed to the Aggrieved Employees (“Individual PAGA Payments”).

- Calculation of Individual Class Payments. After all the above payments of the court-approved Class Counsel Fees and Litigation Expenses, the Class Representative Service Payment, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount,” shall be distributed to class members who do **not** request exclusion (“Participating Class Members”). The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Shifts worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member’s Shifts. This calculation will be done separately for both Safeway/Albertsons and Advantage’s combined payments on the one hand, and Costco’s payment on the other hand. A “Shift” is defined as any assigned demonstration work shift during which a Class Member worked at a Safeway or Costco location in California during the Class Period.
- Calculation of Individual PAGA Payment to Aggrieved Employees. The Individual PAGA Payments shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out, calculated pro-rata according to the number of Shifts worked during the PAGA Period. “Aggrieved Employees” means (i) all alleged current and former non-exempt employees or contractors of Safeway or Albertsons and/or any staffing agency or third party in the state of California who sold or promoted goods in Safeway stores and any stores owned or operated by Safeway during the PAGA Period, (ii) all alleged current and former non-exempt employees in the state of California who worked for Advantage (or any third party vendors or contractors who contracted with Advantage to provide staff to Safeway locations) to sell or promote goods in Safeway stores in California during the PAGA Period, and (iii) all alleged current and former non-exempt employees in the state of California who worked for Integro Marketing Group, Inc. and any of its current and former parents, subsidiaries, related and/or affiliated entities (“Integro”) (or any third party vendors or contractors who contracted with Integro to provide staff to Costco locations in California) to sell or promote goods in Costco warehouses in California during the PAGA period. The PAGA Period means the one-year period preceding November 14, 2024, when Plaintiff’s Fourth Amended Complaint was deemed filed in the *Best Reps* Action adding claims for alleged PAGA violations, and continuing through November 4, 2025.

If you received a version of this Class Notice directly by mail, you are a known Class Member and will receive your payment automatically unless you exclude yourself from the Settlement. Your check will be mailed to the same address as this Class Notice.

If you were not contacted directly, and if you have performed alcoholic beverage demonstrations at Safeway Stores in Northern California since June 12, 2015 on behalf of any agency other than Sales Pros, LLC or Integro Marketing Group, you must file a claim by March 3, 2026. Your claim must contain documented proof, such as agency invoices, payment records, an employment contract, emails or other communications indicating that you sold or promoted goods in Safeway stores on one or more shifts from June 12, 2015 through November 4, 2025. If you do nothing, you will not be paid, but you will still be bound by the terms of the Settlement.

If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

You may find the Settlement Agreement entitled “Joint Stipulation of Class and PAGA Settlement Agreement and Release” filed on May 27, 2025, with the Alameda County Superior Court, 1221 Oak Street, Oakland, CA 94612, in Department 19. You may also find the Settlement Agreement online by visiting the Alameda County

Superior Court website <https://www.alameda.courts.ca.gov/>. The Settlement Agreement can be found at Exhibit 1 of the Declaration of Shaun Setareh filed on September 16, 2025.

Tax Matters. Each Participating Class Member's Individual Class Payment will be allocated as follows: 10% wages; 90% interest and penalties. The Administrator will be responsible for issuing to Participating Class members an IRS Form W-2 for amounts deemed "wages" and an IRS Form 1099 for the portions allocated as penalties and interest. Neither Class Counsel nor Defendants' counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon entry of final judgment and funding in full of the Gross Settlement Amount by Defendants and Advantage, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from all Released Class Claims, defined as: all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaints or ascertained in the course of the Actions, including any and all claims that any of the Defendants failed to pay all wages due, including minimum wages, regular wages, overtime and double time wages; failed to provide sick pay at the regular rate; failed to provide meal and rest periods or pay meal and rest period premiums, including at the regular rate of pay; failed to pay reporting time pay; failed to furnish accurate itemized wage statements; failed to keep accurate records; or failed to pay all wages due to discharged employees. The released claims include but are not limited to claims for wages, statutory penalties, civil penalties, attorneys' fees and costs, interest, or other relief brought under California Labor Code sections 201-204, 205, 205.5, 210, 216, 218.5, 218.6, 225.5, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2802, 2810.3 and 2810.5, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Orders. Participating Class Members do not release the claims of the LWDA under PAGA.

Released PAGA Claims. The LWDA is deemed to release the Released Parties from all claims for PAGA penalties that were alleged in the LWDA Notices, including claims for civil penalties under PAGA for violations of California Labor Code sections 201-204, 210, 216, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1199, 2698 et seq., 2802, California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Orders.

Released Parties. The Released Parties are defined as Safeway, Albertsons, Costco, Sales Pros, LLC, Integro Marketing Group, Inc., Advantage Sales and Marketing LLC, and any third party vendors or contractors who contracted with Safeway/Albertsons or Advantage to provide staff to Safeway locations to sell or promote goods in Safeway stores in California during the Class Period, and any third party who contracted with Integro to provide staff at Costco warehouses in California during the Class Period, and all of their respective parents, subsidiaries, affiliates, insurers, related entities and divisions, and their respective: (i) predecessors, successors, and assigns, and (ii) current and former agents, heirs, executors, administrators, principals, officers, directors, shareholders, employees, founders, members, assigns, insurers, attorneys, and all others claiming through or by any of them.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

The payment will be based on the number of shifts worked during the Class Period (June 12, 2015 through November 4, 2025). If you received a version of this Class Notice directly by mail, the number of shifts will be reflected in your notice. **If you were not contacted directly, you must submit a claim with supporting documentation and the Class Administrator will determine the number of shifts for which you will receive payment in consultation with the Parties' counsel.**

If you wish to challenge the information set forth in your Class Notice or determined based upon your claim form, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than March 3, 2026.

6. How can I get a payment?

If you received a version of this Class Notice directly by mail, you are a known Class Member and will receive your payment automatically unless you exclude yourself from the Settlement. To get money from the Settlement, you do not have to do anything. **Your check will be mailed to the same address as this Class Notice.**

If you were not contacted directly, and if you have performed alcoholic beverage demonstrations at Safeway Stores in Northern California since June 12, 2015 on behalf of any agency other than Sales Pros, LLC or Integro Marketing Group, you must file a claim by March 3, 2026. Your claim must contain documented proof, such as agency invoices, payment records, an employment contract, emails or other communications indicating that you sold or promoted goods in Safeway stores on one or more shifts from June 12, 2015 through November 4, 2025. If you do nothing, you will not be paid, but you will still be bound by the terms of the Settlement.

If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Simpluris at (833) 417-4959. You can also contact the Settlement Administrator at the administrator's website at www.TrevethanSettlement.com or at the administrator's address P.O. Box 26170, Santa Ana, CA 92799.

The Court will hold a hearing on April 14, 2026, to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.TrevethanSettlement.com.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Settlement or "opt out," you will be bound by the Released PAGA Claims, you will be deemed to have released the Released PAGA Claims, and you will receive an Individual PAGA Payment.

To opt out, you must send the Administrator, by mail, a signed written Request for Exclusion postmarked not later than March 3, 2026. The address for the Settlement Administrator is P.O. Box 26170, Santa Ana, CA 92799. The request for exclusion must state in substance: "I wish to opt out of the settlement of the class action lawsuit entitled *Trevethan v. Best Reps, Inc.* (Alameda County Superior Court Case No. RG19030252) and the related

Integro and *Sales Pros* actions. I understand that by requesting to be excluded from the Settlement, I will receive no money from the Settlement described in this Notice.” The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes.

Written requests for exclusion that are postmarked after March 3, 2026, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections may be in writing and state your name, current address, telephone number, and describe why you believe the Settlement is unfair. All written objections or other correspondence must also state the name and number of the case, which is ***Trevethan v. Best Reps, Inc.* (Alameda County Superior Court Case No. RG19030252)**. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than March 3, 2026. The address for the Settlement Administrator is Simpluris, P.O. Box 26170, Santa Ana, CA 92799.

The addresses for the Parties’ counsel are as follows:

Class Counsel:

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The Court will hold a Final Approval Hearing at 00:00 AM/PM on April 14, 2026, at the Alameda County Superior Court, 1221 Oak Street, Oakland, CA 94612, in Department 19. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, reasonable, and adequate. At the Final Approval Hearing, the Court will determine whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator, Simpluris, at 833-417-4959 or write to ***Trevethan v. Best Reps, Inc.*** (Alameda County Superior Court Case No. RG19030252), Settlement Administrator, c/o Simpluris, Inc. P.O. Box 26170, Santa Ana, CA 92799.

This notice summarizes the proposed Settlement. More details are in the Joint Stipulation of Class and PAGA Settlement Agreement and Release. You may receive a copy of that Joint Stipulation, the Final Judgment or other Settlement documents by writing to Setareh Law Group, 420 N. Camden Drive, Suite 100, Beverly Hills, CA 90210.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT: You must inform the Settlement Administrator of any change of address to ensure receipt of your Individual Class Payment. Settlement checks will be null and void 120 days after issuance if not deposited or cashed. In such event, following Court approval of the final accounting, the Settlement Administrator will transmit the funds represented by such checks to the State Bar Justice Gap Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.