

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

TRADER JOE’S WAGE AND HOUR
CASES

Coordination Proceeding Special Title
(Cal. R. Ct. 3.550)

Case No. JCCP 5196

NOTICE OF PROPOSED CLASS AND
PAGA ACTION SETTLEMENT AND
FINAL APPROVAL HEARING

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU WORKED FOR TRADER
JOE’S AS A CREW, MERCHANT, OR MATE IN CALIFORNIA BETWEEN
DECEMBER 4, 2016 AND MARCH 31, 2024 AND ARE COVERED BY A CLASS AND
PAGA SETTLEMENT.**

A California court authorized this notice. This is not a solicitation from a lawyer.

YOU MAY BE ENTITLED TO THREE PAYMENTS UNDER THIS SETTLEMENT.

**IF YOU ARE A MEMBER OF THE CLASS, YOU WILL BE ENTITLED TO ONE
PAYMENT AND WILL BE BOUND BY THIS SETTLEMENT. YOUR RIGHTS WILL
BE AFFECTED BY THIS LITIGATION UNLESS YOU EXCLUDE YOURSELF FROM
THE CLASS AS EXPLAINED BELOW.**

**IF YOU ARE A MEMBER OF THE PAGA GROUP, YOU ARE ENTITLED TO
ADDITIONAL PAYMENT AND WILL BE BOUND BY THIS SETTLEMENT.**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE
AFFECTED WHETHER YOU ACT OR DON’T ACT.**

Based on Trader Joe’s records, and the Parties’ current assumptions, **your Class
payment (“Settlement Share”) is estimated to be <<\$_____>> (less withholding),
and your share of the PAGA penalties (“Individual PAGA Payment”) is estimated to <<be
\$_____>>.** The actual amount you may receive likely will be different and will
depend on a number of factors.

The above estimates are based on Trader Joe’s records showing that **you worked
<<_____>> Workweeks** during the Class Period and **you worked <<_____>> pay
periods** during the First PAGA Period and **<<_____>> pay periods** during the Second PAGA
Period. If you believe that you worked more workweeks and/or pay periods during either period,

you can submit a challenge by the deadline date. See Section 4.C of this Notice below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	If you do nothing, you will receive up to three payments (a Class payment, a First PAGA payment, and a Second PAGA payment) in a single check. For further information on your entitlement to a Class payment, a First PAGA payment, and a Second PAGA payment (including the amounts of each payment), refer to Section 4.C on pages 4-5 below. For further information on the difference between the Class and PAGA action, refer to Section 3 on pages 3-4 below.
Exclude Yourself	If you want to exclude yourself from the Class Settlement, you must write a request to the Settlement Administrator to opt out. If you exclude yourself from the Class Settlement, you will not receive a Class payment and you cannot object to the Settlement. For further information on how to exclude yourself from the Class Settlement, refer to Section 5.A on page 7 below. You cannot exclude yourself from the PAGA Settlement. For further information, refer to Section 5.B on page 7 below. Deadline for Exclusion Requests: .
Object	Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. If you want to object to the Settlement, you may write or speak to the Court about why you believe the Settlement is not fair or reasonable. For further information on how to object to the Settlement, refer to Section 5.C on page 8 below. Deadline to Object in Writing: . Date to Object Orally: .

**YOUR RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—
ARE EXPLAINED IN THIS NOTICE.**

1. WHY DID YOU RECEIVE THIS NOTICE?

This notice explains the nature of a lawsuit filed against Trader Joe’s Company (“Trader Joe’s”) in the Superior Court of the State of California, County of San Mateo, called *Trader Joe’s Wage and Hour Cases*, Case No. JCCP 5196 (the “Lawsuit”), as well as a proposed Settlement of this Lawsuit, and informs you of your legal rights under that proposed Settlement. You are receiving this notice because Trader Joe’s records show that you worked at Trader Joe’s as a non-exempt Crew, Merchant, or Mate in California (a “Qualifying Position”) during the relevant time period.

The Court authorized this notice because you have a right to know about a proposed Settlement of the Lawsuit (the “Settlement”), and about your options, before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, after any objections and appeals are resolved, a third-party administrator appointed by the Court will make the payments that the Settlement authorizes.

This notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. WHAT IS THIS LAWSUIT ABOUT?

The Plaintiffs who brought the Lawsuit allege that Trader Joe’s engaged in the practice of rounding time punches resulting in both underpayment and overpayment of wages to Crew Members in a Qualifying Position between December 4, 2016 and May 1, 2021. The Plaintiffs also allege that Trader Joe’s did not include all “Thank You” pay when calculating its regular rate of pay for purposes of paying AR and Comp Absence wages and overtime wages to Crew Members in a Qualifying Position between March 2020 and May 1, 2021. The Plaintiffs also allege that Trader Joe’s failed to properly pay overtime, minimum, and sick pay wages, provide compliant meal and rest periods, provide accurate itemized wage statements, provide reimbursement for necessary business-related expenses, and provide wages when due. The Lawsuit seeks unpaid wages, penalties, interest, and attorneys’ fees. Trader Joe’s maintains that it properly paid Crew Members in a Qualifying Position all legally required compensation, including “Thank You” pay it voluntarily provided them, and that its policies complied with all applicable laws. Trader Joe’s nevertheless prefers to move forward and is entering into this Settlement for purposes of efficiency and to ensure its money is spent compensating Crew Members rather than on prolonged litigation.

The Court has not formed any opinions concerning the merits of the Lawsuit, nor has the Court ruled for or against the Plaintiffs as to the merits of any of their individual claims. The sole purpose of this notice is to inform you of the Lawsuit so that you may make an informed decision as to whether you wish to remain in or exclude yourself from this class action.

3. WHAT ARE CLASS AND PAGA ACTIONS?

In a class action, one or more people called Class Representatives sue on behalf of people who they allege have similar claims. All people who the Court determines have similar claims to the Class Representatives are Class Members. Class Members do not need to do anything to be part of the class action. Once a judge decides that a case can proceed as a class action (as the judge here has done for purposes of this Settlement), all Class Members are included in the Settlement, except for those who exclude themselves (as described in Section below). The Court then resolves the issues for all Class Members together for purposes of this Settlement.

In a PAGA action, one or more people sue on behalf of the State of California and other employees who they allege have similar claims. All people who the Court determines have similar claims to the Plaintiff(s) are PAGA Members. Everyone is included by default and no one can opt out (as described in Section below). By bringing a PAGA claim, the Plaintiffs ask the Court to award penalties to PAGA Members and the State of California as an additional

amount on top of the alleged unpaid wages. Similar to a class action, one court in one legal proceeding resolves the issues for all PAGA Members.

4. SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Trader Joe's. Plaintiffs think they would have prevailed on their claims at a trial. Trader Joe's believes Plaintiffs would not have won anything from a trial and has asserted legal and factual defenses to each claim. But there was no trial. Instead, both sides agreed to the Settlement. The Settlement reflects a voluntary resolution and allows the parties to move forward without incurring the time and expense of further litigation. Plaintiffs and Class Counsel think the Settlement is reasonable, adequate, and in the best interests of all members of the Class.

B. What does the Settlement provide?

The parties have agreed to settle this matter for the total sum of \$12,470,000 (the "Gross Settlement Amount"), which will cover Settlement payments to Class Members, Court-approved service payments to the Class Representatives in recognition of their services to the Class Members, Court-approved payment of Class Counsel's attorneys' fees and costs, certain taxes, payment pursuant to the Private Attorneys General Act of 2004 (the "PAGA Payment"), and payment of the costs of administering the Settlement.

C. How will my share of the Settlement fund be calculated?

The monetary relief provided by the Settlement is divided into three funds: the Class Fund, the First PAGA Payment, and the Second PAGA Payment. The Class Fund covers alleged unpaid wages and penalties resulting from the alleged wage and hour violations. The First PAGA Payment and the Second PAGA Payment cover additional penalties resulting from the alleged wage and hour violations.

The Settlement Administrator will first deduct from the Gross Settlement Amount any Court-ordered payments to the Class Representatives, Class Counsel, the fees and costs of administering the Settlement, and the PAGA Payment. The PAGA Payment and the remainder (the "Net Settlement Amount") will be distributed to Class Members who do not exclude themselves and PAGA Members as follows:

The Class Fund will comprise 100% of the Net Settlement Amount, and will be paid out automatically to all Class Members who are identified in Trader Joe's records as Crew Members in a Qualifying Position between December 4, 2016 and March 31, 2024. The Net Settlement Amount is estimated to be at least \$_____. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the Workweeks worked for all Class Members during the Class Period; (ii) for all Class Members who worked as Mates during the Class Period, the Settlement Administrator will multiply the Workweeks worked by a multiplier of two (2) to determine the Workweeks worked for Mates for purposes of this Settlement; (iii) the Settlement Administrator will then divide the Workweeks worked by a Class Member during the Class Period by the

aggregate total Workweeks worked by all Class Members during the Class Period to determine each Class Member's proportional share (the "Pro Rata Share"); and (iv) the Settlement Administrator shall then take each Class Member's Pro Rata Share and multiply it by the Net Settlement Amount to calculate their Settlement Share..

Your estimated Settlement Share from the Net Settlement Amount . **This Settlement Share is based on Trader Joe's records which reflect that you worked <<_____>> Workweeks during the Class Period (December 4, 2016 to March 31, 2024).** This amount is subject to change based on the number of Class Members who exclude themselves from the Settlement, and the payment is subject to applicable tax withholdings. Each Class Member's share of the Class Fund depends on the total workweeks worked while employed in a Qualifying Position during the relevant time frame.

The First PAGA Payment will comprise \$240,000, and will be paid out automatically to all PAGA Members who are identified in Trader Joe's records as Crew Members in a Qualifying Position between December 4, 2019 and March 31, 2024. The Settlement Administrator will pay 75% of the First PAGA Payment, which is presently \$180,000, to the LWDA and 25% of the First PAGA Payment, which is presently \$60,000, to the PAGA Members by (a) dividing the amount of the PAGA Members' 25% share of the First PAGA Payment (\$60,000) by the total number of PAGA Pay Periods worked by all PAGA Members during the First PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods during the First PAGA Period.

Your estimated share of the First PAGA Payment is . This payment is based on Trader Joe's records that you worked <<_____>> PAGA Pay Periods during the First PAGA Period (December 4, 2019 to March 31, 2024). This payment is not subject to tax withholdings. Each PAGA Members' share of the First PAGA Payment will be calculated on a pro rata basis.

The Second PAGA Payment will comprise \$470,000, and will be paid out automatically to all PAGA Members who are identified in Trader Joe's records as Crew Members in a Qualifying Position between April 1, 2024 and September 5, 2025. The Settlement Administrator will pay 75% of the Second PAGA Payment, which is presently \$352,500, to the LWDA and 25% of the Second PAGA Payment, which is presently \$117,500, to the PAGA Members by (a) dividing the amount of the PAGA Members' 25% share of the Second PAGA Payment (\$117,500) by the total number of PAGA Pay Periods worked by all PAGA Members during the Second PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods during the Second PAGA Period.

Your estimated share of the Second PAGA Payment is . This payment is based on Trader Joe's records that you worked <<_____>> PAGA Pay Periods during the the Second PAGA Period (April 1, 2024 to September 5, 2025). This payment is not subject to tax withholdings. Each PAGA Members' share of the Second PAGA Payment will be calculated on a pro rata basis.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at _____ no later than

_____. You may also fax the dispute to _____ or email the dispute to _____ by no later than this deadline. Any dispute should include credible written evidence and will be resolved by the Settlement Administrator.

D. How will my payment(s) be treated for tax purposes?

For tax purposes, one-fifth of each share of the Class Fund will be classified as payment for alleged wages subject to lawful deductions and W-2 reporting, like a paycheck. For this amount, normal payroll taxes and withholdings will be deducted from your Settlement check(s) pursuant to applicable law. The remaining four-fifths of each share of the Class Fund will be considered payment for alleged liquidated and compensatory damages and interest subject to 1099 reporting as non-wage income. Each share of the First PAGA Payment and the Second PAGA Payment will be considered payment for penalties not subject to tax withholdings and will be reported on an IRS Form 1099. At the end of the calendar year, the Settlement Administrator will issue each Class Member and PAGA Member who has cashed a check both an IRS Form W-2 and an IRS Form 1099.

Class Counsel and Trader Joe's Counsel do not intend this notice to constitute tax advice, and to the extent that this notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

E. How can I get my payment?

You do not need to do anything to receive a payment from the Class Fund, the First PAGA Payment, and/or the Second PAGA Payment. Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible.

F. When will I get my payment?

The date you receive your Settlement check(s) will depend on the date that the Court approves the Settlement. We estimate that payments will be made within 30 days after the Court approves the Settlement.

You must deposit or cash your Settlement check(s) within 180 days from the date on the face of the Settlement check. Any uncashed amounts after that date will be paid to the California State Controller's Unclaimed Property Fund.

G. What are the payments to the Class Representatives?

Plaintiffs will apply to the Court for Class Representative Service Payments of up to \$10,000 each, for a combined total of \$60,000, for their service as class representatives.

H. What is the payment to Class Counsel?

Class Counsel will apply to the Court for an award of reasonable attorneys' fees in the amount of up to \$4,156,666.67, as well as reasonable costs in an amount not to exceed \$200,000.

I. What am I giving up to stay in the Class?

Unless you exclude yourself, you will remain as part of the Class and receive a payment, which means that you cannot sue, continue to sue, or be part of any other lawsuit against Trader Joe's asserting all claims that were or could have been asserted in the Lawsuit.

Released Class Claims. In consideration of his or her Settlement Share, and the other terms and conditions of the Settlement, each Participating Class Member, on behalf of himself or herself and his or her current, former and future heirs, executors, administrators, agents, and attorneys, releases and discharges the Released Parties from any and all known and unknown claims under applicable state, local, and federal law that were or could have been asserted in any complaints or any amended complaints based on or reasonably related to the same facts alleged in the Operative Complaint which occurred during the Class Period during employment as a Class Member, excluding seating claims alleged in the *Silicani* matter, including any and all claims for unpaid minimum wages, unpaid overtime, the failure to provide compliant meal periods, the failure to provide compliant rest periods, non-compliant wage statements, unpaid sick leave, unreimbursed expenses, and the failure to timely pay wages during employment and upon termination, (collectively, "Released Class Claims"). Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Released PAGA Claims. In consideration of his or her share of the PAGA Payments, and the other terms and conditions of this Settlement, each PAGA Member, on behalf of himself or herself and his or her current, former and future heirs, executors, administrators, agents, and attorneys, releases and discharges the Released Parties from all claims for PAGA penalties that were alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and in the PAGA Notices submitted by Plaintiffs to the LWDA on September 20, 2019, December 3, 2020, and February 16, 2021, which occurred during the First PAGA Period and the Second PAGA Period during employment as a PAGA Member excluding seating claims alleged in the *Silicani* matter on September 20, 2019, December 3, 2020, and February 16, 2021 (collectively, "Released PAGA Claims"). The PAGA Members will release the PAGA claims described herein and receive a portion of the PAGA Payments regardless of whether they opt out of the Class.

Limited Waiver of California Civil Code Section 1542. As part of the Settlement, all Participating Class Members and PAGA Members expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code with respect to the Released Class Claims and the Released PAGA Claims. Section 1542 provides as follows:

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

AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

If any of the facts relating in any manner to the Operative Complaint, or to the release and dismissal of claims as provided in the Settlement, are hereafter found to be other than or different from the facts now believed to be true, the Settlement and the release of claims therein shall nevertheless remain effective. The Settlement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims.

Released Parties. The Released Parties are: Defendant and (i) Defendant; (ii) Defendant's current and former subsidiaries, parents, and sister companies; (iii) the respective predecessors and successors of each entity listed in (i) and (ii); and (iv) all of the incumbent and former officers, directors, owners, members, managers, shareholders, investors, agents, insurers, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities of each entity referenced in and/or encompassed by (i), (ii) and (iii).

J. Who Are Class Counsel?

At the Preliminary Approval Hearing, the Court has appointed the following attorneys to represent the Class:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

Robert Drexler
Jonathan Lee
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

5. EXCLUDING YOURSELF FROM OR OBJECTING TO THE SETTLEMENT

A. Can I opt out of the Class Settlement?

If you do not want a payment from the Class Fund and/or you want to keep the right to sue Trader Joe's on your own about the legal issues in this case, then you need to take steps to remove yourself from the case. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately, because you may have to exclude yourself from this Settlement to continue

your own lawsuit. This is called excluding yourself from—or opting out of—the Settlement.

To exclude yourself from the Settlement, you must send a letter by First Class U.S. mail, fax, or email to the Settlement Administrator:

[Insert Settlement Administrator Contact Information]

Your request for exclusion must state the following: “I opt out of the *Trader Joe’s Wage and Hour Cases* class settlement.” Be sure to include your name, address, telephone number, and your signature. Your exclusion request must be received by [redacted]. If you do want a payment from the Class Fund, you do not need to do anything.

B. Can I opt out of the PAGA Settlement?

If you are a PAGA Member, you will receive a payment from one or both of the PAGA Funds no matter what. You cannot opt out of the PAGA Funds. Trader Joe’s must pay individual payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims.

C. Can I tell the Court that I don’t agree with the Settlement or some part of it?

You can object to the Settlement if you don’t like any part of it. You must give reasons why you think the Court should not approve it. The Court will consider your views if you follow the instructions in this section. To object in writing, you must send a letter via U.S. mail, fax, or email stating: “I object to the class settlement in *Trader Joe’s Wage and Hour Cases*,” as well as reasons for the objection. Any reasons you do not include in the statement will not be considered by the Court. Be sure to include your name, address, telephone number, and signature. Mail, fax, or email the objection to:

[Insert Settlement Administrator Contact Information]

Your objection must be received no later than [redacted]. If you intend to appear in Court when the Court considers your objection, you must indicate that in your written objection. Even if you do not object in writing, you may object orally at the Final Settlement Hearing. You do not need to give any prior notice to appear at the Final Settlement Hearing.

D. What’s the difference between objecting to the Settlement and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can only object if you remain in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. **If you object and opt out, your objection will not be valid.**

6. THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed Settlement (the “Final Settlement Hearing”) on [REDACTED], 2026 at [REDACTED] a.m., in Department 2, Courtroom 8C of the San Mateo County Superior Court, located at 1050 Mission Road, South San Francisco, CA 94080. In addition to attending in person, you may also attend remotely using the Court Connect procedure at https://www.sanmateocourt.org/court_divisions/civil/. You may also appear in person. Check the Court’s website for the most current information on appearing in Court. The Court will determine: (i) whether the lawsuit should be finally certified as a class action solely and exclusively for Settlement purposes; (ii) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and if so, whether to enter a judgment incorporating the terms of the Settlement; (iii) whether the Class Members should be bound by the terms of the Settlement, including the release of claims; (iv) the amount of the attorneys’ fees and expenses award to Class Counsel; and (iii) the amount that should be awarded to Plaintiffs for class representative fees. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed Settlement. **You have a right to attend this hearing, but you are not required to do so.** You do not need to give any prior notice to appear at the Final Settlement Hearing. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

The Court has reserved the right to adjourn the Final Settlement Hearing to consider any issue, without further notice of any kind.

7. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

If you wish to learn more about this Lawsuit and Settlement, including the precise terms and conditions of the Settlement as set forth in the detailed Class Action Stipulation of Settlement, you may review the pleadings, the orders entered by the Court, and other papers filed in this litigation, at the San Mateo County Superior Court website for free by entering either the case number or case name at: <https://sanmateo.courts.ca.gov/online-services/online-case-access/odyssey-portals> and entering the Case No. JCCP 5196. or on the Settlement Administrator’s website at: [REDACTED]. If you wish to view the Court files in person, you do so at the Records Management Division in Room A at the Hall of Justice, 400 County Center, Redwood City, CA 94063.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Settlement Administrator shall direct all unclaimed funds to be paid to

the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.

- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.