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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF YOLO**

ROGER MYERS, et al.,

Plaintiffs,

v.

RALEY'S, and DOES 1-100, inclusive,

Defendants.

Case No. CV-2011-2668

Hon. Samuel T. McAdam, Dept. 10

**JOINT STIPULATION OF SETTLEMENT
FOR CLASS ACTION AND
REPRESENTATIVE ACTION; RELEASE
OF CLAIMS**

Action Filed:	Aug. 2, 2011
Discovery Cutoff:	Off Calendar
Motion Cutoff:	Off Calendar
Trial:	Off Calendar

**JOINT STIPULATION OF SETTLEMENT FOR CLASS ACTION AND REPRESENTATIVE ACTION;
RELEASE OF CLAIMS**

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Attorneys for Plaintiffs and the Class

1 This Joint Stipulation of Settlement and Release of Claims, which includes the Recitals
2 and all Exhibits attached hereto (collectively, the "Agreement"), is entered into by and between:
3 (1) Plaintiffs (as hereinafter defined), the Class Members (as hereinafter defined), and Plaintiffs'
4 Counsel (as hereinafter defined), on the one hand, and (2) Defendant (as hereinafter defined), on
5 the other hand.

6 This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge,
7 and settle the Action (as hereinafter defined) and the Released Claims (as hereinafter defined),
8 upon and subject to the terms and conditions hereof, as follows:

9 **1. DEFINITIONS**

10 As used herein, for the purposes of this Agreement only, the following terms shall be
11 defined as set forth below:

12 1.1. "**Action**" means all operative and the most recent First Amended
13 Complaint filed in the case titled *Myers v. Raley's*, Superior Court of the State of California, for
14 the County of Yolo, Case No. CV-2011-2668, originally filed on August 2, 2011. The Action
15 also includes the allegations set forth in the letter to the California Labor Workforce
16 Development Agency ("LWDA"), which are then incorporated into the First Amended
17 Complaint.

18 1.2. "**Attorneys' Fees**" means the attorneys' fees payment from the Gross
19 Settlement Amount and approved by the Court for recoverable fees associated with the
20 litigation and resolution of the Action. It is agreed by the Parties that Plaintiffs' Counsel shall
21 request attorneys' fees not to exceed 40% of the Gross Settlement Amount, supported by
22 adequate documentation showing the amount of fees sought. Defendant has agreed not to
23 oppose Plaintiffs' Counsel's request for attorneys' fees, if made as set forth above. However, if
24 Defendant's counsel is asked by the Court to provide information regarding the fees requested
25 by Plaintiffs' Counsel, Defendant's counsel, as officers of the Court, will provide truthful
26 answers, but will not be required to answer any question that invades the mediation privilege.

1.3. **“Class Members”** refers to all current and former employees who held non-exempt or hourly positions of “maintenance technician” or “technician” with Defendant in the State of California during the Class Period and who do not submit a timely and valid Request for Exclusion. The Class Members include 92 individuals, as set forth in **Exhibit 1** to this Agreement. The Class Members listed on Exhibit 1 will be considered to have worked as a “maintenance technician” or “technician” for all of their Work Weeks (as hereinafter defined), for purposes of this Agreement.

1.4. **“Class Period”** refers to the period from August 2, 2007, through the date of a Preliminary Approval Order entered by the Court.

1.5. **“Class Representatives,”** or **“Plaintiffs,”** means the four named Plaintiffs in the Action, Plaintiffs Roger Myers (“Myers”), Dave Billings (“Billings”), Greg Neyhart (“Neyhart”), and Jim Mestas (“Mestas”).

1.6. **“Class Representative Incentive Payment”** means the amounts to be paid to the Class Representatives as set forth in this Agreement from the Gross Settlement Amount in addition to Individual Settlement Payments, subject to Court approval, in recognition of efforts and work in prosecuting the Action on behalf of Class Members. In exchange for the Class Representative Incentive Payment made to each of the Class Representatives, they shall release all claims they have or could have asserted against Defendant, and waive the protection of California Civil Code § 1542.

1.7. **“Costs”** means the Class Members’ litigation costs to be paid from the Gross Settlement Amount and approved by the Court for costs associated with the litigation and resolution of the Action, including, but not limited to, all recoverable costs that Class Members incur for the prosecution and litigation of the Action. Plaintiffs’ Counsel shall submit adequate documentation to support the amount of costs sought. Defendant has agreed not to oppose Plaintiffs’ Counsel’s request for costs if made as set forth above.

1.8. **"Defendant"** means Raley's, and its related companies, including Bel Air Mart dba Bel Air, Nob Hill General Store, Inc. dba Nob Hill Foods, Warehouse Concepts dba Food Source, and Market 5ONE5.

1.9. **"Defendant's Counsel"** refers to Jon D. Meer, Paul J. Leaf, Phillip J. Ebsworth, and Justin J. Jackson of Seyfarth Shaw LLP. For purposes of providing any notices required under this Agreement, Defendant's Counsel shall be notified by email at jmeer@seyfarth.com for Jon D. Meer and pleaf@seyfarth.com for Paul J. Leaf.

1.10. **"Effective Date"** means the date that all of the following have occurred:

(A) the Court has granted the motions for final approval of the settlement and approved amounts for Attorneys' Fees, Costs, Class Representative Incentive Payments, Settlement Administration Costs, the Individual Settlement Payments, all PAGA Payments, the Released Claims, and all other material terms of this Agreement and has entered the Final Judgment consistent with this Agreement; and,

(B) the rulings on such motions and the Final Judgment have become Final. "Final" means the later of:

(1) The time for seeking rehearing or reconsideration and/or appellate review has expired and no timely requests for such review have been made; or

(2) If rehearing, reconsideration, or appellate review is sought, after any and all avenues of rehearing, reconsideration, and appellate review have been exhausted by the Parties and no further rehearing, reconsideration, or appellate review is permitted, and the time for seeking such review has expired.

1.11. **"Final Fairness Hearing"** or **"Final Approval"** refers to the hearing at which the Court will make a final determination whether the terms of the Agreement are fair, reasonable, and adequate for the Class Members and meet all applicable requirements for Final Approval.

1.12. **"Final Judgment"** means the Final Judgment entered by the Court consistent with this Agreement.

1.13. **"Gross Settlement Amount"** means the entire settlement amount not to exceed \$3 million, in full and complete settlement of the Action, to be paid by Defendant pursuant to this Agreement. The Gross Settlement Amount is fully inclusive of all Individual Settlement Payments, the Class Representative Incentive Payments, the portion of PAGA Payment going to the LWDA, Settlement Administration Costs, Attorneys' Fees, and Costs. The Gross Settlement Amount shall not include the employer's share of any applicable payroll taxes, because those amounts will be paid separately by Defendant. However, each Class Member's wage portion of the Net Settlement will have applicable federal and state payroll taxes deducted from those payments by the Settlement Administrator and sent directly to the federal and state tax authorities. The Gross Settlement Amount has been agreed to by Plaintiffs and Defendant based upon the aggregation of the agreed-upon settlement value of all Class Member claims.

The Gross Settlement Amount is a material term of this Agreement. To the extent Defendant is required to pay more than the Gross Settlement Amount, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the Settlement or Agreement.

1.14. **"Individual Settlement Payment"** means the portion of the Net Settlement Amount allocated to Class Members who do not submit a timely and valid Request for Exclusion. There shall be no need to submit a Claim Form to receive an Individual Settlement Payment.

The Individual Settlement Payment shall constitute wages, interest, meal period premium pay, expense reimbursement, statutory penalties pursuant to the California Labor Code, and civil penalties pursuant to PAGA. Given that the bulk of potential exposure in the Action consists of penalties, interest, and expenses, 90% of each Individual Settlement Payment shall be allocated as penalties, interest, and expenses. The remaining 10% of each Individual Settlement Payment shall be allocated as wages and meal period premium pay.

Each Class Member who does not submit a timely and valid Request for Exclusion shall be entitled to a share of the Individual Settlement Payment, determined by his or her total

number of Work Weeks divided by the total number of Work Weeks by all Class Members who do not submit a timely and valid Request for Exclusion, then multiplied by the Net Settlement Amount. For instance, if a Class Member had 10 Work Weeks during the Class Period and there were 100 total Work Weeks for all Class Members during the Class Period, the Class Member would receive 10% of the Net Settlement Amount.

Each Class Member's total number of Work Weeks shall be determined based on Defendant's employment records for the Class Period, as set forth in **Exhibit 1** attached to this Agreement.

1.15. "**Net Settlement Amount**" means the portion of the Gross Settlement Amount remaining for payments to Class Members, after deductions for approved Class Representative Incentive Payments, the portion of the PAGA Payment going to the LWDA, Settlement Administration Costs, Attorneys' Fees, and Costs. The entire Net Settlement Amount shall be distributed to the Class Members. There shall be no reversion to Defendant.

1.16. "**Notice of Settlement**" refers to the notice to be distributed to all of the Class Members after the Court issues a Preliminary Approval Order. The Notice of Settlement shall be substantially in the form attached as **Exhibit 2** to this Agreement and accompany the Objection Form and Request for Exclusion.

1.17. "**Objection Form**" refers to a form that each Class Member must timely complete and submit to the Settlement Administrator in order to preserve his or her right to object to the Settlement. The Objection Form shall be substantially in the form attached as **Exhibit 3** and will be sent to the Class Members along with the Notice of Settlement. Each Class Member must follow the procedures set forth in the Notice of Settlement to submit a timely and valid objection.

1.18. "**PAGA Payment**" means the amount allocated to civil penalties for claims asserted under the California Private Attorneys General Act of 2004, California Labor Code Section 2968, *et seq.* ("PAGA"). The sum of \$100,000 is allocated to the PAGA

1 Payment, of which \$75,000 will be paid to the LWDA consistent with California Labor Code
2 §§ 2699(i) and (j), and the remaining \$25,000 will become part of the Net Settlement Amount.

3 1.19. **"Parties"** means Plaintiffs, the Class Members, and Defendant,
4 collectively.

5 1.20. **"Plaintiffs"** refers to the named Class Representatives.

6 1.21. **"Plaintiffs' Counsel"** or **"Class Counsel"** refer to Matthew Righetti and
7 Michael Righetti of Righetti Glugoski, P.C.. For purposes of providing any notices required
8 under this Agreement, Plaintiffs' Counsel shall be notified by email at matt@righettilaw.com
9 for Matthew Righetti, and mike@righettilaw.com for Michael Righetti.

10 1.22. **"Preliminary Approval Order"** refers to the order issued and entered by
11 the Court following a Motion for Preliminary Approval of the Settlement and this Agreement.

12 1.23. **"Released Claims"** refers to those claims defined below in this
13 Agreement.

14 1.24. **"Released Parties"** refers to Defendant, Bel Air Mart dba Bel Air, Nob
15 Hill General Store, Inc. dba Nob Hill Foods, Warehouse Concepts dba Food Source, and Market
16 SONE5, and all of their current or former subsidiaries, parents, affiliates, predecessors, insurers,
17 agents, employees, successors, assigns, officers, directors, managing agents, attorneys, human
18 resources representatives, payroll representatives, executors, and shareholders, including their
19 respective pension, profit sharing, savings, health, and other employee benefits plans of any
20 nature, the successors of such plans, and those plans' respective current or former trustees and
21 administrators, agents, employees, and fiduciaries.

22 1.25. **"Request for Exclusion"** refers to a form that each Class Member must
23 timely complete and submit to the Settlement Administrator in order to be excluded from the
24 Settlement. The Request for Exclusion shall be substantially in the form attached as **Exhibit 4**
25 to this Agreement and will be sent to the Class Members along with the Notice of Settlement.

1.26. “Settlement,” “Settlement Agreement” or “Agreement” refers to this Agreement to settle all of the claims asserted, or that could have been asserted based on the facts alleged, in the Action and the LWDA letter for PAGA claims.

1.27. **“Settlement Administration Costs”** refer to the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to:

1.27.1 Printing, distributing, and tracking Notice of Settlement and resending Notice of Settlement pursuant to the terms of this Agreement;

1.27.2 Establishing a separate employer identification number and a Qualified Settlement Fund, tax reporting, making tax payments, providing required 1099 and W-2 forms;

1.27.3 Calculating and distributing the Individual Settlement Payments, Class Representative Incentive Payments, Attorneys' Fees and Costs, and PAGA payments going to the LWDA;

1.27.4 Documenting and determining which class members have filed a timely and valid Request for Exclusion or Objection Form. This shall also include resolving any disputes regarding the submission of timely and valid Requests for Exclusion and Objection Forms, after consultation with Plaintiffs' Counsel and Defendant's Counsel;

1.27.5 Depositing the funds from uncashed checks into the State of California Department of Industrial Relations Unclaimed Wages Fund with the respective identities of the Class Members to whom the funds belong;

1.27.6 Providing necessary reports and declarations, as requested by the Parties or the Court, including weekly reports on the number of Class Members who have timely submitted Requests for Exclusion and Objection Forms, as well as on whether any Class Member submitted a challenge to the information in their Notice of Settlement; and,

1.27.7 The Settlement Administration Costs shall be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount estimated by the Settlement Administrator.

1.28. “**Settlement Administrator**” refers to Simpluris, Inc., a third-party class action settlement administrator chosen by the Parties and subsequently approved by the Court for the purposes of administering this settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

1.29. “**Settlement Class List**” means a list of Class Members attached as **Exhibit 1** to this Agreement. Based on Exhibit 1, Defendant will compile and provide the Settlement Class List to the Settlement Administrator and Class Counsel within 15 calendar days after Preliminary Approval Order of this Settlement. The Settlement Class List shall be formatted in Microsoft Office Excel and include the following information: (1) name of each Class Member; (2) the most current, known mailing address of each Class Member; (3) the telephone number of each Class Member, if available; (4) the social security number of each Class Member; and, (5) the total number of Weeks Worked by each Class Member during the Class Period, as well as any other information needed to calculate the Individual Settlement Payment.

1.30. “**Work Weeks**” means a full or partial week worked by a Class Member during the Class Period. Defendant will compile and provide to the Settlement Administrator and Class Counsel within 30 calendar days after Preliminary Approval Order of this Settlement the number of Work Weeks for each Class Member. If a Class Member was employed on any day of a Work Week, he or she will be credited for the entire Work Week. If all or part of a Work Week is vacation time, the Class Member will still be credited for the entire Work Week.

2. PROCEDURAL HISTORY AND RECITALS

2.1. **The Original Complaint.** On August 2, 2011, Plaintiffs, on behalf of a proposed class, filed a class action lawsuit against Defendant in the Superior Court of the State of

1 California, for the County of Yolo, Case No. CV-2011-2668, alleging claims for violations of the
2 California Labor Code.

3 **2.1.1 The First Amended Complaint:** On October 25, 2012, Plaintiffs,
4 on behalf of themselves and all other Class Members, filed a First Amended Complaint (“FAC”)
5 against Defendant on behalf of a proposed class, and as representatives of the People of the State
6 of California and as Private Attorneys General. The FAC alleges seven causes of action: (1)
7 “Failure to Provide Meal Period Breaks And Accurate Wage Statements”; (2) “Failure to Provide
8 Rest Period Breaks And Accurate Wage Statements”; (3) “Failure to Indemnify Employees”; (4)
9 “Failure to Pay Minimum Wages”; (5) “Failure to Make Payment Within the Required Time”;
10 (6) “Unlawful, Unfair and Fraudulent Business Practices”; and (7) “Private Attorneys General
11 Act of 2004.”

12 **2.2. The Denial Of Class Certification.** On October 27, 2013, the trial court,
13 the Honorable Daniel P. Maguire, denied class certification on all claims.

14 **2.3. The Appeal Of The Denial Of Class Certification.** On February 13,
15 2019, the California Court of Appeal reversed the order denying class certification and remanded
16 the lawsuit back to the trial court.

17 **2.4. The Order Granting Class Certification.** On October 18, 2019, the trial
18 court, the Honorable Peter Williams, granted class certification based on three theories of
19 potential liability: (1) failure to pay for commute time from home to the first job site and from the
20 last job site back home; (2) failure to provide meal periods; and (3) failure to reimburse business
21 expenses for the purchase of personal hand tools.

22 **2.5. The Parties Have Engaged In Extensive Discovery Following The**
23 **Order Granting Class Certification.** After the trial court granted class certification on October
24 18, 2019, Defendant hired new counsel.¹ The Parties then engaged in extensive discovery, which
25 included the exchange of information pursuant to formal and informal discovery methods,

26 _____
27 ¹ The Parties also engaged in extensive discovery and briefing in connection with
28 Plaintiffs’ motion for class certification prior to Seyfarth Shaw’s entrance into the case.

1 including Special Interrogatories, Requests for Production of Documents, and Requests for
2 Admissions. Defendant also provided daily time records or Standard Labor Reports (“SLRs”) to
3 show hours recorded by class members and contrasted the SLRs with third-party GPS data
4 showing whether and where class members were driving while still on the clock or off the clock.

5 Defendant also produced applicable policies regarding the use of personal vehicles or
6 company vehicles to perform job duties, policies for recording all time worked, and policies
7 regarding meal periods. Defendant also produced personnel files of all Class Members.

8 Following the written discovery responses and production of records, Defendant then
9 took the depositions of 15 Class Members. Plaintiffs also took the depositions of eight
10 supervisors and managers of Class Members, and five corporate personnel with knowledge of the
11 job duties performed by Class Members.

12 **2.6. Plaintiffs’ Motion For Summary Adjudication And Defendant’s**
13 **Motion For Decertification.** On July 1, 2021, Plaintiffs filed a motion for summary adjudication
14 as to the class-wide theory of failure to pay for commute time. On August 18, 2021, Defendant
15 filed a motion for decertification as to all of the claims that were certified in the class action.
16 Based on a stipulated briefing schedule adopted by the Court, the hearing for Plaintiffs’ motion
17 for summary adjudication and Defendants’ motion for decertification was set for September 15,
18 2021. The Court also continued the trial date, which had been set for October 18, 2021, so that
19 the Parties could participate in a private mediation.

20 **2.7. The Parties Participated In A Private Mediation.** On September 14,
21 2021, the Parties voluntarily participated in a full-day mediation with mediator Jeffrey D. Wohl,
22 Esq. Mr. Wohl is a partner at the law firm of Paul Hastings LLP in its San Francisco office and
23 has extensive experience in successfully negotiating settlements in wage and hour class action and
24 PAGA cases. After approximately 10 hours of negotiation, the mediator issued a mediator’s
25 proposal, which is attached as **Exhibit 5** to this Agreement.

1 The mediator's proposal was to remain open until 5 p.m. on September 20, 2021. On
2 September 20, 2021, the mediator sent written clarification regarding two of the items in the
3 mediator's proposal. The clarification is attached as **Exhibit 5** to this Agreement.

4 On September 20, 2021, the Parties accepted the mediator's proposal, with the
5 clarification. The mediator confirmed that the Parties had reached a settlement in an email dated
6 September 20, 2021, which is attached as **Exhibit 5** to this Agreement. Following the email from
7 the mediator, during the week of September 20, 2021, the counsel for the Parties engaged in a
8 telephone conference where they acknowledged that the mediator's proposal accepted by the
9 Parties constituted a formal and enforceable memorandum of understanding regarding the primary
10 terms of a settlement of the Action. Counsel for the Parties also agreed that there would be a
11 long-form joint stipulation of settlement for class action and representative action, to add
12 additional details to the terms of settlement.

13 2.8. **The Settlement Is The Result Of Arm's Length Negotiations.** Based
14 on very active litigation over the course of more than 10 years, Plaintiffs' Counsel believes that
15 the terms set forth in this Agreement are fair, reasonable, adequate, and in the best interests of the
16 Class Members. The terms of this Settlement also reflect extensive exchange of information and
17 data between the Parties, which allowed Plaintiffs' Counsel to fully evaluate the potential risks of
18 maintaining class certification and the risks of prevailing at trial. Defendant's Counsel also
19 believes that the terms set forth in this Agreement are fair, reasonable, adequate, and are in the
20 best interests of avoiding continued litigation. This Agreement was reached after extensive
21 arm's-length negotiations, and it was negotiated in light of all known facts and circumstances,
22 including the risks of uncertainty associated with a pending motion for summary adjudication and
23 a pending motion for decertification, as well as a subsequent trial. The Parties also acknowledged
24 that the Action could subsequently involve numerous potential appellate issues.

25 2.9. **Defendant's Denials.** Defendant denies and continues to deny all of the
26 allegations made by Plaintiffs in the Action and denies and continues to deny that it is liable or
27 owes damages, penalties, interest, attorneys' fees, costs, or other compensation or remedies to

1 anyone with respect to the alleged facts or claims asserted in the Action. Defendant denies any
2 liability or wrongdoing of any kind in connection with Plaintiffs' claims, and contends that,
3 during all relevant times, it complied with all respects of the applicable California law.
4 Nonetheless, without admitting or conceding any liability or damages whatsoever, and without
5 admitting that class certification is appropriate except for settlement purposes alone, Defendant
6 has agreed to settle the Action on the terms and conditions set forth in this Agreement, to avoid
7 the burden, expense, and uncertainty of continuing with litigation of the Action.

8 The Parties understand and agree that this Agreement and all exhibits thereto are
9 settlement documents and shall be inadmissible for any purpose in any proceeding, except an
10 action or proceeding to approve, interpret, or enforce the terms of this Agreement. The Parties
11 agree that, to the extent permitted by law, this Agreement may be pleaded as a full and complete
12 defense to, and may be used as the basis for an injunction against any action, suit, or other
13 proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

14 **2.10. The Parties' Intent.** It is the desire of the Parties to fully, finally, and
15 forever settle, compromise, and discharge any and all claims, rights, demands, charges, penalties,
16 complaints, causes of action, obligations, or liability of any and every kind that were or could
17 have been asserted in the Action or the PAGA letter to the LWDA, to the extent that such claims
18 arise out of the alleged facts, circumstances, and occurrences underlying the allegations as set
19 forth in the claims filed in the Action.

20 **2.11. Certification Of Class Members.** By this Agreement, Defendant does
21 not waive its argument that the class should be decertified, if this Agreement does not receive
22 final approval from the Court. Defendant agrees to continued class certification for settlement
23 purposes only. Defendant does not waive, and instead expressly reserves, its right to challenge
24 the propriety of class certification or representative treatment for any other purpose should the
25 Court not approve the Settlement or this Agreement.

26 **2.12. The Parties' Agreement To Cooperate.** The Parties agree to cooperate
27 and to take all steps necessary and appropriate to effectuate all aspects of this Agreement, to

1 obtain a Preliminary Approval Order and Final Approval Order of this Settlement, and to dismiss
2 the Actions and claims of Class Members with prejudice upon Final Approval.

3 **NOW THEREFORE**, in consideration of the covenants and agreements set forth herein,
4 and of the release and dismissal of all Released Claims, the Parties stipulate and agree to the
5 terms and provisions of this Settlement and Agreement, subject to the approval of the Court.

6 **3. NOTICE TO CLASS MEMBERS**

7 **3.1. Settlement Administrator.** The Parties will request that the Court
8 appoint Simpluris, Inc. as Settlement Administrator. The Parties agree that settlement
9 administration costs shall not exceed \$3,500 based on a written bid received from the Settlement
10 Administrator. All disputes relating to the Settlement Administrator's performance of its duties,
11 after good-faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if
12 necessary, which will have continuing jurisdiction over this Agreement until all payments and
13 obligations contemplated by this Agreement have been fully completed.

14 **3.2. Class Data For Settlement Administrator.** Within 15 calendar days of
15 the entry of a Preliminary Approval Order, Defendant shall provide to the Settlement
16 Administrator and Class Counsel the Settlement Class List, containing the names of the Class
17 Members listed on **Exhibit 1** to this Agreement, as well as: (1) the most current, known mailing
18 address of each Class Member; (2) the telephone number of each Class Member, if available; (3)
19 the social security number of each Class Member; and (4) the total number of Work Weeks by
20 each Class Member during the Class Period.

21 The contact information is being provided confidentially and pursuant to the terms
22 of the parties' stipulated protective order regarding confidential information, and the Settlement
23 Administrator shall treat the information as private and confidential and take all necessary
24 precautions to maintain the confidentiality of contact information of the Class Member. This
25 information is to be used only to carry out the Settlement Administrator's duties as specified in
26 this Settlement Agreement. The Settlement Administrator shall return the class data to

1 Defendant or confirm its destruction upon completion of the Settlement Administrator's duties in
2 administering the Settlement.

3 **3.3. Mailing Of Notice Of Settlement, Request For Exclusion, And**
4 **Objection Form.** The Settlement Administrator shall mail the Notice of Settlement, Request for
5 Exclusion, and Objection Form, to Class Members within 15 calendar days of the receipt of the
6 Settlement Class List. The Settlement Administrator shall send the Notice of Settlement, Request
7 for Exclusion, and Objection Form to Class Members via First Class U.S. Mail, using the most
8 current, known mailing address for each Class Member based on information provided by
9 Defendant. Upon receipt of the Settlement Class List, the Settlement Administrator shall perform
10 a search based on the National Change of Address Database maintained by the United States
11 Postal Service to update and correct any known or identifiable address changes. The Notice of
12 Settlement shall be substantially in the form attached as **Exhibit 2** to this Agreement. The
13 Request for Exclusion shall be substantially in the form attached as **Exhibit 4** to this Agreement.
14 The Objection Form shall be substantially in the form attached as **Exhibit 3** to this Agreement.

15 **3.4. Notice of Settlement:** The Notice of Settlement that will be mailed to
16 each Class Member will advise each Class Member of the Action. The Notice of Settlement will
17 also advise Class Members of their right, as well as the procedures, to submit a timely and valid
18 Request for Exclusion and Objection Form. The Notice of Settlement will advise Class Members
19 that they will receive an Individual Settlement Payment as long as they do not submit a timely and
20 valid Request for Exclusion, as described below. The Notice of Settlement will also inform the
21 Class Members that they will be bound by the applicable Released Claims, if they do not submit a
22 timely and valid Request for Exclusion.

23 **3.5. Non-Delivered Notice Of Settlement:** Any mailing returned to the
24 Settlement Administrator as undeliverable shall be sent within five calendar days via First Class
25 U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the
26 Settlement Administrator shall attempt to determine the correct address using a computer-based
27

1 skip-trace search, and it shall then perform a single re-mailing via First Class U.S. Mail within
2 five calendar days.

3 **3.6. Proof Of Mailing.** At least five calendar days prior to the Fairness
4 Hearing, the Settlement Administrator shall provide a declaration of due diligence and proof of
5 mailing with regard to mailing of the Notice of Settlement to Class Counsel and Defendant's
6 Counsel, which they shall in turn provide to the Court.

7 **4. CLASS MEMBERS' OPTIONS TO RESPOND**

8 **4.1. Class Members' Consideration Period.** Class Members shall be
9 provided 30 calendar days to exercise any rights with regard to the Settlement, following the
10 postmark date of the initial mailing of the Notice of Settlement, Request for Exclusion, and
11 Objection Form. Except as specifically provided herein, no Class Member responses of any kind
12 that are postmarked more than 30 calendar days after the initial mailing of Notice of Settlement or
13 45 days after the date of any re-mailing of the Notice of Settlement, whichever is later, shall be
14 considered.

15 **4.2. Request for Exclusion and Opt Out Rights.** Class Members shall be
16 given the opportunity to opt out of the Settlement.

17 **4.2.1 Opt Out Procedures.** Class Members may opt out of the
18 Settlement by mailing to the Settlement Administrator a Request for Exclusion. Any such
19 Request for Exclusion must be postmarked not more than 30 calendar days after the postmark
20 date of the initial mailing of the Notice of Settlement, or 45 calendar days after the date of any
21 re-mailing of the Notice of Settlement by the Settlement Administrator, whichever is later. To
22 be a valid Request for Exclusion, a Class Member must provide his name (and former names, if
23 any), current address, current telephone number, and last four digits of his social security
24 number. Any Request for Exclusion that does not include all of the required information or that
25 is not submitted in a timely manner will be deemed null, void, and ineffective. If there is a
26 dispute regarding the timeliness or validity of a Request for Exclusion, the Settlement

1 Administrator shall make the determination, after consultation with Class Counsel and
2 Defendant's Counsel.

3 **4.2.2 Effect of Opt Out.** Any Class Member who opts out of the
4 Settlement may not object to the Settlement, shall not receive any Individual Settlement
5 Payment, and shall not be bound by the applicable Released Claims provisions in this
6 Agreement. If a Class Member submits both a Request for Exclusion and an Objection, the
7 Class Member's Request for Exclusion will be valid and be deemed to invalidate the Objection.

8 **4.3. Objection Rights.** Only Class Members who do not opt out of the
9 Settlement shall be entitled to object to the terms of the Settlement.

10 **4.3.1 Objection Procedures.** Class Members' written objections to the
11 Settlement or this Agreement must be made using the procedures set forth in the Notice of
12 Settlement and the Objection Form. Any written objection must be sent to the Settlement
13 Administrator and postmarked no later than 30 calendar days after the first postmark date of
14 mailing the Notice of Settlement, or 45 calendar days after the date of any re-mailing of the
15 Notice of Settlement by the Settlement Administrator, whichever is later. An objection shall be
16 deemed to be submitted as of the postmarked date. The written objection must contain: (1) the
17 full name, last four digits of their social security number, and current address of the Class
18 Member making the objection; (2) the specific reason(s) for the objection; and (3) any and all
19 evidence and supporting papers (including, without limitation, all briefs, written evidence, and
20 declarations) for the Court to consider. Subject to any orders issued by the Court, Class
21 Members who submit a written objection may be bound by this Agreement, including the
22 applicable Released Claims provisions. Defendant reserves the right, subject to law and any
23 orders of this Court, to seek a deposition for Class Members who submit a timely and valid
24 Objection. Notwithstanding the objection procedures set forth herein, Class Members may
25 appear and be heard at the final approval hearing at the Court's discretion.

26 **4.3.2 Waiver Of Objection Rights.** Class Members who fail to make
27 objections in the manner specified in the Notice of Settlement shall be deemed to have waived

1 any objections and shall be foreclosed from making any objection, whether by appeal or
2 otherwise, to this Agreement.

3 **4.4. Defendant's Rights To Withdraw.** Defendant has the right, at its sole
4 option, to withdraw from this Settlement or Agreement if four or more of the Class Members
5 submit a timely and valid Request for Exclusion. Defendant also has the right to withdraw from
6 this Settlement or Agreement if three or more Class Members file timely and valid objections.
7 These rights to withdraw are material terms of the Agreement and Defendant has the right, at its
8 sole option, to withdraw from this Agreement if either of these material terms is not approved by
9 the Court. If Defendant exercises this right to withdraw, it will be responsible for all Settlement
10 Administration Costs incurred by the Administrator.

11 **4.5. Proof Of Class Members' Responses.** By not later than 75 calendar days
12 after the initial mailing of the Notice of Settlement, Request for Exclusion, and Objection Form,
13 the Settlement Administrator will prepare and submit a declaration attesting to (by number of
14 relevant individuals), its mailing of the Notice of Settlement, its inability to deliver any mailing
15 due to invalid addresses, and its receipt of valid Requests for Exclusion and Objections Forms.
16 Five calendar days prior to the Fairness Hearing, the Settlement Administrator will prepare a
17 supplemental declaration to submit to the Court, to indicate the number of valid timely claims,
18 objections, and opt out Requests for Exclusion.

19 **4.6. Binding Effect Of Settlement.** Although some Class Members might not
20 receive the Notice of Settlement, the Request for Exclusion, or the Objection Form as provided
21 under this Settlement and Agreement, due to inability to locate their current address following the
22 procedures set forth in this Agreement, such individuals shall nonetheless be bound by all of the
23 terms of this Settlement and Agreement and the Final Approval Order and Final Judgment.

24 **5. COMPUTATION AND DISTRIBUTION OF SETTLEMENT PROCEEDS**

25 **5.1. Funding Of Gross Settlement Amount.** Defendant shall deposit into an
26 interest bearing escrow account with the Settlement Administrator the Gross Settlement Amount,
27 within 20 calendar days after the Effective Date.

1 **5.2. Class Representative Incentive Payment.** Class Counsel intends to
2 request—and Defendant agrees not to oppose—that the Court approve a Class Representative
3 Incentive Payment of up to \$9,000 for each of the Class Representatives, for their service as Class
4 Representative, and such payments shall not be subject to payroll taxes or withholdings. Any
5 Class Representative Incentive Payment is in addition to the Class Representative's Individual
6 Settlement Payment. In exchange for the Class Representative Incentive Payment, each Class
7 Representative will release all claims that they had or could assert against Defendant, and waive
8 the protection of California Civil Code § 1542.

9 **5.2.1 Class Representative Incentive Payment Not Material.** The
10 Court's approval of a Class Representative Incentive Payment is not a material term of the
11 Settlement or this Agreement. If the Court does not approve or approves only a lesser amount
12 than that requested by Class Counsel for a Class Representative Incentive Payment, the other
13 terms of the Settlement and this Agreement shall apply. The Court's refusal to approve the Class
14 Representative Incentive Payment requested by Class Counsel does not give the Class
15 Representatives or Class Counsel any basis to abrogate the Settlement or this Agreement. Any
16 amount of a Class Representative Incentive Payment requested by Class Counsel but unapproved
17 by the Court shall be allocated to the Net Settlement Amount.

18 **5.2.2 Timing Of Class Representative Incentive Payment.** The
19 Settlement Administrator shall pay to the Class Representative any approved Class
20 Representative Incentive Payments within 15 calendar days after the funding of the Gross
21 Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to the Class
22 Representative for any Class Representative Incentive Payments. The Class Representative shall
23 be solely and legally responsible for paying all applicable taxes on any Class Representative
24 Incentive Payments and shall indemnify and hold harmless Defendant from any claim or liability
25 for taxes, penalties, or interest arising as a result of the payment.

26 **5.3. Attorneys' Fees.** Class Counsel intends to request—and Defendant
27 agrees not to oppose—that the Court approve Attorneys' Fees in an amount up to 40% of the

1 Gross Settlement Amount (or \$1.2 million), supported by adequate documentation by Class
2 Counsel to support the amount of fees sought. Defendant shall have no liability for any other
3 attorneys' fees.

4 5.4. **Costs.** Class Counsel intends to request—and Defendant agrees not to
5 oppose—that the Court approve Costs, supported by adequate documentation to support the
6 amount of costs sought. Defendant shall have no liability for any other costs.

7 5.4.1 **Approval Of Attorneys' Fees And Costs Not Material.** The
8 Court's approval of Attorneys' Fees and/or Costs is not a material term of the Settlement or this
9 Agreement. If the Court does not approve or approves only a lesser amount than that requested
10 by Class Counsel for Attorneys' Fees and/or Costs, the other terms of the Settlement and this
11 Agreement shall still apply. The Court's refusal to approve the Attorneys' Fees and/or Costs
12 requested by Class Counsel does not give the Class Representative, the Class Members, or Class
13 Counsel any basis to abrogate the Settlement or this Agreement. Any amount of Attorneys' Fees
14 and/or Costs requested by Class Counsel but unapproved by the Court shall be allocated to the
15 Net Settlement Amount.

16 5.4.2 **Timing Of Payment Of Attorneys' Fees And Costs.** The
17 Settlement Administrator shall pay to Class Counsel any approved Attorneys' Fees and Costs
18 within 15 calendar days after the Funding of the Gross Settlement Amount. The Settlement
19 Administrator shall issue an Internal Revenue Service Form 1099 to Class Counsel for any
20 Attorneys' Fees and Costs payment, based on the allocation communicated by Class Counsel.
21 Class Counsel shall be solely and legally responsible for paying all applicable taxes on any
22 Attorneys' Fees and Costs payments and shall indemnify and hold harmless Defendant from any
23 claim or liability for taxes, penalties, or interest arising as a result of the payment.

24 5.5. **Settlement Administration Costs.** Class Counsel intends to request—
25 and Defendant agrees not to oppose—that the Court approve Settlement Administration Costs of
26 up to \$3,500. Any amount of Settlement Administration Costs requested by Class Counsel but
27 unapproved by the Court shall be allocated to the Net Settlement Amount. Upon completion of

1 administration of the Settlement, the Settlement Administrator shall provide written certification
2 of such completion to Class Counsel and Defendant's Counsel. The Parties agree to cooperate in
3 the settlement administration process and to make all reasonable efforts to control and to
4 minimize settlement administration costs.

5 **5.5.1 Approval Of Settlement Administration Costs Not Material.**

6 The Court's approval of Settlement Administration Costs is not a material term of the Settlement
7 or this Agreement. If the Court does not approve or approves only a lesser amount than that
8 requested by Class Counsel for Settlement Administration Costs, the other terms of the
9 Settlement and this Agreement shall still apply. The Court's refusal to approve the Settlement
10 Administration Costs requested by Class Counsel does not give the Class Representative, the
11 Class Members, or Class Counsel any basis to abrogate the Settlement or this Agreement. Any
12 amount of Settlement Administration Costs requested by Class Counsel but unapproved by the
13 Court shall be allocated to the Net Settlement Amount.

14 **5.6. PAGA Payment.** The Parties will seek approval for a PAGA Payment of
15 \$100,000 to be paid from the Gross Settlement Amount. Seventy-five percent of the PAGA
16 Payment (or \$75,000) will be paid to the LWDA consistent with California Labor Code §§
17 2699(i) and (j) no later than 30 calendar days after the Funding of the Gross Settlement Amount.
18 The remaining 25% allocated to the PAGA Payment (or \$25,000) shall be part of the Net
19 Settlement Amount available for distribution to Class Members as part of their Individual
20 Settlement Payment under the terms of this Agreement.

21 **5.6.1 Reduction Or Increase Of PAGA Payment Not Material.** The
22 Court's reduction or increase of the PAGA Payment is not a material term of the Settlement or
23 this Agreement. If the Court approves only a lesser or greater amount than that requested by
24 Class Counsel for the PAGA Payment, the other terms of the Settlement and this Agreement
25 shall apply. The Court's reduction or increase of the PAGA Payment requested by Class
26 Counsel does not give the Class Representative or Class Counsel any basis to abrogate the
27 Settlement or this Agreement.

1 **5.7. Allocation Of Net Settlement Amount.** The Individual Settlement
2 Payment shall constitute wages, interest, meal period premium pay, expense reimbursement,
3 statutory penalties pursuant to the California Labor Code, and civil penalties pursuant to PAGA.
4 Given that the bulk of potential exposure in the Action consists of penalties, interest, and
5 expenses, 90% of each Individual Settlement Payment shall be allocated as penalties, interest, and
6 expenses. The remaining 10% of each Individual Settlement Payment shall be allocated as wages
7 and meal period premium pay. For example, if a Class Member receives an Individual Settlement
8 Payment of \$10,000, then \$9,000 shall be allocated as penalties, interest, and expenses, without
9 any payroll tax deductions. The remaining \$1,000 shall be allocated as wages and meal period
10 premium pay, subject to payroll tax deductions.

11 **5.8. Payment Of Employer's Share Of Payroll Taxes.** As provided in this
12 Agreement, 10% of the Individual Settlement Payment to each Class Member shall be allocated
13 as wages and meal period premium pay, subject to payroll tax deductions. The Class Members'
14 share of the payroll tax deductions shall be subtracted from their Individual Settlement Payment
15 by the Settlement Administrator and the amount subtracted for payroll tax deductions shall be
16 sent to the appropriate state and federal tax authorities. The employer's share of payroll tax
17 deductions shall be paid by Defendant and shall not be included as part of the Gross Settlement
18 Amount. Each Class Member who receives any wage portion of the Net Settlement Amount will
19 have applicable federal and state payroll taxes deducted from those payments by the Settlement
20 Administrator and sent directly to the federal and state tax authorities.

21 **5.9. Individual Settlement Payments.** Class Members who do not submit a
22 timely and valid Request for Exclusion shall be entitled to receive a portion of the Individual
23 Settlement Payment, in accordance with the formula set forth below.

24 **5.10. Calculation of Each Class Member's Share of the Individual**
25 **Settlement Payment.** Each Class Member will be eligible to receive a portion of the Individual
26 Settlement Payment in accordance with the following formula:

Each Class Member's potential share of the Individual Settlement Payment will be calculated by his or her total number of Work Weeks divided by the total number of Work Weeks by all Class Members who do not submit a timely and valid Request for Exclusion, then multiplied by the Net Settlement Amount—*i.e.*, individual Weeks Worked ÷ total Weeks Worked by Class Members who do not submit a timely and valid Request for Exclusion x Net Settlement Amount.

5.11. Allocation Of Individual Settlement Payment For Tax Purposes. Each Class Member's Individual Settlement Payment will be characterized as 90% Form 1099 income and 10% W-2 income, to reflect that 90% of the payment will account for penalties, interest, and expenses that are not subject to payroll deductions, while 10% will account for unpaid wages and meal period premiums that are subject to payroll deductions. In accordance with applicable tax laws, required tax withholdings and payroll deductions will be taken from each Individual Settlement Payment for the portion allocated to Form W-2 income and remitted to the appropriate taxing authorities. The Settlement Administrator shall issue any necessary IRS Form 1099 and Form W-2 statements to Class Members for their respective Individual Settlement Payments. The Settlement Administrator shall setup its own tax payer identification number and Qualified Settlement Fund for purposes of making the Individual Settlement Payments required under this Agreement. Class Members shall be solely and legally responsible for paying all other applicable taxes on their respective Individual Settlement Payments and shall indemnify and hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

5.12. Allocation Of Individual Settlement Payment Not Material. The Court's approval of the allocation of the Individual Settlement Payment for Form 1099 income and Form W-2 income is not a material term of the Settlement or this Agreement. If the Court does not approve or approves a different allocation of the Individual Settlement Payments, the other terms of the Settlement and this Agreement shall apply. The Court's refusal to approve the allocation for the Individual Settlement Payments requested by the Parties does not give the Parties any basis to abrogate the Settlement or this Agreement.

1 **5.13. Settlement Checks.** The settlement checks shall be for the amount of
2 each Class Member's Individual Settlement Payment. This check will include language
3 indicating that endorsing and cashing the check will constitute a release of claims under the
4 California Labor Code, California Private Attorney General Act, California Unfair Competition
5 Law, the Fair Labor Standards Act ("FLSA"), all of the claims asserted in the Action and the
6 LWDA letter for PAGA claims, and all claims that could have been asserted based on the facts
7 alleged in the Action and the LWDA letter for PAGA claims. The language to be included will
8 be substantially similar to the following:

9 My signature or cashing of this check constitutes a full and
10 complete release of Raley's, and all of its current or former
11 subsidiary or affiliated entities, and their current or former officers,
12 directors and employees for any and all claims asserted or that
13 could have been asserted based on the facts alleged in the lawsuit
14 entitled *Myers v. Raley's*, pending in the Superior Court of the
15 State of California, for the County of Yolo, designated as Case No.
CV-2011-2668, including the claims brought under the California
Labor Code, California Private Attorney General Act, California
Unfair Competition Law, and the Fair Labor Standards Act, arising
during my employment at any time between August 2, 2007 and
the date of the Preliminary Approval Order of the Settlement of the
lawsuit.

16 **5.13.1 Timing of Individual Settlement Payments.** The Settlement
17 Administrator shall issue the checks constituting the Individual Settlement Payments no later
18 than 15 calendar days after the funding of the Gross Settlement Amount.

19 **5.14. Non-Reversionary Settlement For Undeliverable Or Uncashed**
20 **Checks.** This Settlement shall be a non-reversionary Settlement. Any settlement checks
21 distributing Individual Settlement Payments returned to the Settlement Administrator as
22 undeliverable shall be sent within five calendar days via First Class U.S. Mail to the forwarding
23 address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall
24 attempt to determine the correct address using a single computer skip-trace search, and it shall
25 then perform a re-mailing within five calendar days. The amount of any Individual Settlement
26 Payments that remain undeliverable or uncashed 90 calendar days after the postmarked date of the
27 initial mailing of these payments will be deposited by the Settlement Administrator into the

1 California State Controllers' Office Unclaimed Property Fund, to be held there in the name of and
2 for the benefit of such class members under California's escheatment laws. No part of the Net
3 Settlement Amount shall be returned to Defendant.

4 **5.15. Tax Payment Considerations.** Neither Class Counsel nor Defendant's
5 Counsel intend anything contained in this Settlement or Agreement to constitute advice regarding
6 taxes or taxability, nor shall anything in this Settlement or Agreement be relied upon as such
7 within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as
8 amended) or otherwise.

9 **5.15.1 No Tax Advice Or Liability.** Each Class Member agrees to
10 indemnify, and to hold harmless, Defendant from any liability for taxes, fees, costs, or
11 assessments resulting from his or her failure to timely pay taxes, interest, fees, or penalties owed.

12 **5.16. No Impact On Employee Benefit Plans.** None of the payments made
13 pursuant to the Settlement and this Agreement shall be considered for purposes of determining
14 eligibility for, vesting or participation in, or contributions to any benefit plan, including, without
15 limitation, all plans subject to the Employee Retirement and Income Security Act of 1974
16 ("ERISA"). Any distribution of payments to Plaintiffs or Class Members shall not be considered
17 as a payment of wages or compensation under the terms of any applicable benefit plan and shall
18 not affect participation in, eligibility for, vesting in, the amount of any past or future contribution
19 to, or level of benefits under any applicable benefit plan. Any amounts paid will not impact or
20 modify any previously credited hours of service or compensation taken into account under any
21 benefit plan sponsored or contributed to by Defendant or any jointly-trusted benefit plan. For
22 purposes of this Agreement, "benefit plan" means each and every "employee benefit plan," as
23 defined in 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus,
24 pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement,
25 disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or
26 any other similar benefit plan, practice, program, or policy.

6. RELEASES

6.1. **Release By Class Members.** As of the Effective Date, and except as to such rights or claims as may be created by this Agreement, each Class Member, and each of their respective executors, administrators, representatives, agents, heirs, successors, assigns, trustees, spouses, or guardians, will release each of the Released Parties of and from any and all claims, rights, demands, charges, complaints, causes of action, damages, penalties, interest, attorneys' fees, costs, obligations, or liability for the Class Period, that were or could have been asserted based on or arising out of the facts alleged in any version of the complaints filed in the Action or the PAGA letter sent to the LWDA, including those for: (1) failure to pay wages or timely pay wages or timely pay wages at the time of separation, under California Labor Code §§ 201, 202, 203, and 204; (2) failure to pay minimum wages or overtime wages based on the regular rate of pay under California Labor Code §§ 510, 1194, 1194.2, 1197, and 1198; (3) failure to provide meal periods or meal period premium wages at the regular rate of pay under California Labor Code §§ 226.7, 510, 512, 1194, 1197, and 1198; (4) failure to authorize and permit rest periods or rest period premium wages at the regular rate of pay under California Labor Code § 226.7; (5) failure to maintain required records under California Labor Code §§ 226 and 1174; (6) failure to furnish accurate itemized wage statements under California Labor Code § 226; (7) failure to indemnify employees for necessary expenditures incurred in discharge of duties under California Labor Code § 2802; (8) unfair or unlawful business practices under the California Unfair Competition Law and California Business and Professions Code, Cal. Bus. & Prof. Code §§ 17200 *et seq.*; (9) civil penalties under PAGA, California Labor Code § 2968, *et seq.*; (10) violation of California Industrial Welfare Commission Wage Order No. 7-2001 or any applicable Wage Order; and (11) any claims under the Fair Labor Standards Act that were or could have been asserted based on or arising out of the facts alleged in any version of the complaints filed in the Action or the PAGA letter sent to the LWDA.

This release also includes a release of all claims that were or could have been brought based on the facts asserted in any version of the complaints filed in the Action or the PAGA letter

1 sent to the LWDA. This release shall include any claims for damages, penalties, restitution,
2 equitable or injunctive relief, liquidated damages, interest, attorneys' fees, and costs.

3 **6.2. Additional Release By Class Representatives.** In addition to the above
4 release applicable to the Class Members, the Class Representatives also generally release any and
5 all claims against each of the Released Parties as of the Effective Date. This general release
6 includes any and all claims arising from the employment relationship with Defendant, including,
7 without limitation, claims for wrongful termination, violations of public policy, emotional
8 distress, discrimination, harassment, or retaliation pursuant to Title VII of the Civil Rights Act of
9 1964, 42 U.S.C. §§ 2000 *et seq.* or the California Fair Employment and Housing Act, Cal. Gov't
10 Code §§ 12900 *et seq.* This general release by the Class Representatives also includes a waiver of
11 California Civil Code § 1542. The Class Representatives expressly waive all rights provided by
12 California Civil Code § 1542, or other similar statutes, that the Class Representatives may have
13 against each of the Released Parties. California Civil Code Section 1542 states:

14 A general release does not extend to claims that the creditor or
15 releasing party does not know or suspect to exist in his or her favor
16 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.

17 **6.2.1 Class Representative Acknowledgments.** The Class
18 Representatives acknowledge that they have read this Agreement in its entirety, including the
19 above language from the California Civil Code § 1542, and that they fully understand this
20 Agreement. By executing this Agreement, as of the Effective Date, Class Representatives
21 expressly waive any benefits and rights granted pursuant to California Civil Code § 1542 or any
22 statute, rule, or principle of common law or equity, in any jurisdiction, that is similar,
23 comparable, or equivalent, in whole or in part, to California Civil Code § 1542. The Class
24 Representatives acknowledge and agree that this knowing and voluntary waiver is an essential
25 and material term of this Agreement, and the Agreement would not have been entered into
26 without such a waiver.
27

1 **6.3. Injunction From Pursuing Released Claims.** As part of the preliminary
2 approval of the Settlement, Class Members shall be enjoined from filing, initiating, or continuing
3 to prosecute any actions, claims, complaints, or proceedings in any court, or with the DLSE, or
4 with the LWDA, or the United States Department of Labor ("DOL"), a federal or state court, or
5 with any other entity regarding the Released Claims.

6 This Settlement is conditioned upon the release by the Class Members as described
7 herein, and upon covenants by the Class Members that they will not participate in any actions,
8 lawsuits, proceedings, complaints, or charges brought individually by the DLSE, LWDA, DOL,
9 or by any other agency, persons, or entity in any court or before any administrative body related
10 to the Released Claims, nor will the Class Members contest or interfere with efforts by
11 Defendant to oppose any attempt to bring such released claims against Defendant.

12 **7. SETTLEMENT APPROVAL PROCEDURE**

13 **7.1. Preliminary Approval Hearing.** The Parties shall submit to the Court a
14 Joint Motion for Preliminary Approval of Settlement. This motion shall seek an order to
15 preliminarily approve the proposed Settlement according to the terms in this Agreement and
16 provide for the Notice of Settlement, the Request for Exclusion, and Objection Form, to be sent to
17 Class Members as specified in this Agreement. This motion shall include the bases for the Gross
18 Settlement Amount and why the amount is reasonable in light of the facts and controlling
19 authorities pertaining to the claims alleged in the Action. The motion shall also be accompanied
20 by signed declarations by Class Counsel and Defendant's Counsel, discussing the risks of
21 continued litigation and the decision that the best interests of both Parties are served by the terms
22 of this Agreement.

23 **7.1.1 Effect Of Failure To Obtain Preliminary Approval.** If this
24 Settlement or Agreement or a substantially similar settlement mutually agreed to by the Parties is
25 not preliminarily approved, the Action shall proceed as if no settlement had been attempted,
26 unless the Parties jointly agree to seek reconsideration of the ruling or Court approval of a
27 renegotiated settlement. Defendant retains the right to contest whether any aspect of the Action

1 should be maintained as a class or representative action, or to contest the merits of the claims
2 being asserted by the Class Representatives or Class Members in the Action.

3 **7.2. Final Approval.** The Parties shall submit to the Court a Joint Motion for
4 Final Approval Order in advance of the final approval hearing. The motion shall request the entry
5 of a Final Approval Order and Final Judgment, which shall include findings and orders: (a)
6 approving the Settlement and the Agreement; (b) adjudging the terms to be fair, reasonable, and
7 adequate; (c) reciting the release terms in full; (d) directing that the Settlement terms and
8 provisions be carried out; and (e) retaining jurisdiction to oversee administration and enforcement
9 of the terms of this Agreement and the Court's orders.

10 **7.3. Motion For Attorneys' Fees And Costs.** Concurrently with the Joint
11 Motion for Final Approval Order, Class Counsel shall file a motion for Court approval of
12 Attorneys' Fees in an amount up to 40% of the Gross Settlement Amount (or \$1.2 million),
13 supported by adequate documentation by Class Counsel to support the amount of fees sought.
14 Class Counsel shall also file a motion for Court approval of Costs, supported by adequate
15 documentation to support the amount of costs sought. Defendant will not oppose the motion,
16 provided it is consistent with this paragraph. Defendant will not be required to support such a
17 motion.

18 **7.4. Entry Of Judgment.** At the final approval hearing, the Parties shall
19 request that the Court issue Judgment in accordance with this Agreement and without further fees
20 or costs to any party except as expressly set forth in this Agreement.

21 **7.4.1 Effect Of Failure To Obtain Final Judgment.** In the event the
22 Court fails to enter final judgment in accordance with this Agreement, or such final judgment is
23 vacated or reversed, the Action shall proceed as if no settlement had been attempted, unless the
24 Parties jointly agree to seek reconsideration or appellate review of the ruling or Court approval
25 of a renegotiated settlement. Defendant retains the right to contest whether any aspect of the
26 Action should be maintained as a class or representative action, or to contest the merits of the
27 claims being asserted by the Class Representatives or Class Members in the Action.

1 **7.5. Waiver Of Appeal Rights.** By accepting this Settlement, and upon final
2 approval of the settlement being granted, the Class Representatives and Class Counsel hereby
3 waive any and all rights they may have to appeal any judgment, ruling, or order made by the
4 Court, including, without limitation, any order granting final approval of this Settlement or
5 dismissing the Action with prejudice. This includes all rights to any post-judgment proceeding
6 and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for
7 new trial, a motion for relief, and any extraordinary writ, and the Judgment therefore will become
8 nonappealable at the time it is entered. The waiver of appeal does not include any waiver of the
9 right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If an appeal is
10 taken from the Judgment, the time for consummation of the Settlement (including making
11 payments under the Settlement) will be suspended until such time as their appeal is finally
12 resolved and the Judgment becomes final.

13 **8. MISCELLANEOUS**

14 **8.1. No Representation By Class Counsel Of Other Plaintiffs.** Plaintiffs'
15 Counsel represents and warrants that they currently do not represent any Class Member with
16 respect to any claims other than those raised in the Action or the PAGA letter to the LWDA.
17 However, this will not be construed or applied as nay bar or limitation on the ability of Plaintiffs'
18 Counsel to represent a Class Member on any claim in the future that is not covered by this
19 Agreement.

20 **8.2. Interim Stay Of Proceedings.** The Parties agree to refrain from further
21 litigation in the Action, except such proceedings necessary to implement and to obtain a
22 Preliminary Approval Order and Final Approval Order of the terms of the Agreement. If the
23 Settlement is not finally approved, the Parties agree that they will revert to their positions in the
24 lawsuits prior to the time the Settlement was reached, and no agreements set forth in this
25 Agreement will be admissible in any future proceeding in this or any other action.

26 **8.3. Parties' Authority.** The signatories hereto represent that they are fully
27 authorized to enter into this Agreement and are fully authorized to bind the Parties to all terms

1 stated herein. It is agreed that Class Members are so numerous that it is impossible or impractical
2 to have each Class Member execute this Agreement. It is agreed that this Agreement may be
3 executed on behalf of Class Members by Class Representatives and Class Counsel.

4 **8.4. Entire Agreement.** This Agreement, which includes the Definitions,
5 Recitals, and all Exhibits attached hereto, constitutes the entire agreement among the Parties with
6 regard to the subject matter contained herein, and all prior and contemporaneous negotiations and
7 understandings between the Parties shall be deemed merged into this Agreement.

8 **8.5. Arm's Length Transaction; Materiality Of Terms.** The Parties have
9 arrived at this Agreement as a result of arm's length negotiations. Except as otherwise stated in
10 this Agreement, all terms and conditions of this Agreement in the exact form set forth in this
11 Agreement are material to this Agreement and have been relied upon by the Parties in entering
12 into this Agreement.

13 **8.6. Counterparts.** This Agreement may be executed in counterparts, and
14 when each Party has signed and delivered at least one such counterpart, each counterpart shall be
15 deemed an original, and when taken together with other signed counterparts, shall constitute one
16 signed Agreement, which shall be binding upon and effective as to all Parties.

17 **8.7. Electronic Or Scanned Signatures.** Any party may sign and deliver this
18 Agreement by signing on the designated signature block and transmitting that signature page via
19 an attachment to an e-mail to counsel for the other party. Any signature made and transmitted as
20 an attachment to an e-mail for the purpose of executing this Agreement shall be deemed an
21 original signature for purposes of this Agreement and shall be binding upon the party who
22 transmits the signature page.

23 **8.8. Binding Effect.** This Agreement shall be binding upon the Parties and,
24 with respect to the Class Representatives, Class Members, their spouses, children, representatives,
25 heirs, administrators, executors, beneficiaries, conservators, attorneys, and assigns.

26 **8.9. Waivers And Modifications To Be In Writing.** No waiver,
27 modification, or amendment of the terms of this Agreement, whether purportedly made before or

1 after the Court's approval of this Agreement, shall be valid or binding, unless in writing, signed
2 by or on behalf of all Parties by Plaintiffs' Counsel and Defendant's Counsel, and then only to the
3 extent set forth in such written waiver, modification, or amendment, subject to any required Court
4 approval. Any failure by any Party to insist upon the strict performance by the other Party of any
5 of the provisions of this Agreement shall not be deemed a waiver of future performance of the
6 same provisions or of any of the other provisions of this Agreement, and such Party,
7 notwithstanding such failure, shall have the right thereafter to insist upon the specific
8 performance of any and all of the provisions of this Agreement. The time periods and dates
9 provided in this Agreement with respect to giving of notices and hearings are subject to Court
10 approval and modification by the Court or by written stipulation of Class Counsel and
11 Defendant's Counsel.

12 8.10. **Construction.** The determination of the terms and conditions of this
13 Agreement has been by mutual agreement of the Parties. Each party participated jointly in the
14 drafting of this Agreement, and the terms and conditions of this Agreement are not intended to be,
15 and shall not be, construed against any party by virtue of draftsmanship.

16 8.11. **Exhibits Incorporated By Reference.** The terms of this Agreement
17 include the terms set forth in any attached exhibit, which are incorporated by this reference as
18 though fully set forth herein. Any exhibit to this Agreement is an integral part of the Settlement.

19 8.12. **Captions.** The captions or headings of the sections and paragraphs of this
20 Agreement have been inserted for convenience of reference only and shall have no effect upon the
21 construction or interpretation of any part of this Agreement.

22 8.13. **Invalidity Of Any Provision.** Before declaring any provision of this
23 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
24 extent possible consistent with applicable precedents so as to render all provisions of this
25 Agreement valid and enforceable.

26 8.14. **Further Acts And Cooperation Between The Parties.** The Parties shall
27 cooperate fully with each other and shall use their best efforts to obtain the Court's approval of

1 this Agreement and all of its terms. Each of the Parties, upon the request of another, agrees to
2 perform such further acts and to execute and to deliver such other documents as are reasonably
3 necessary to carry out the provisions of this Agreement.

4 **8.15. No Prior Assignments Or Undisclosed Liens.** The Class
5 Representatives and Class Counsel represent and warrant that they have not assigned, transferred,
6 conveyed, or otherwise disposed of, or purported to assign, transfer, convey, or otherwise dispose
7 of, any Released Claims or the attorneys' fees and costs to be paid pursuant to this Agreement.
8 The Class Representatives and Class Counsel further represent and warrant that there are not any
9 liens or claims against any of the amounts to be paid by Defendant pursuant to this Agreement.
10 The Class Representatives and Class Counsel agree to defend, to indemnify, and to hold
11 Defendant harmless from any liability, losses, claims, damages, costs, or expenses, including
12 reasonable attorneys' fees, resulting from a breach of these representations or from any lien or
13 assignment.

14 **8.16. Waiver Of Right To Object By The Class Representatives.** The Class
15 Representatives agree to sign this Agreement, and by signing this Agreement, the Class
16 Representatives are thereby bound by the terms of this Agreement. The Class Representatives
17 further agree that they shall not object to any of the terms of this Agreement.

18 **8.17. No Solicitation Of Objections.** The Parties further represent and warrant
19 that they have not and will not solicit, encourage, or assist in any fashion any effort by any entity
20 or person to object to or to seek exclusion from the Settlement set forth in this Agreement.

21 **8.18. Discovery Of Confidential Documents And Information.** Class
22 Counsel agree that they will destroy all confidential documents and information provided to them
23 by Defendant within 60 calendar days after the completion of the administration of the
24 Settlement. Class Counsel further agrees that none of the documents and information provided to
25 them by Defendant shall be used for any purpose other than prosecution of this Action or the
26 defense or prosecution of a malpractice action.

8.19. **No Media Announcements.** Neither side shall make any public statements to the news, print, electronic, or Internet media concerning the Settlement, and both sides shall decline to respond to media inquiries concerning the Settlement. Class Counsel shall not publicize the settlement in their marketing materials, website, or other advertising media. Nothing in this Agreement shall bar Class Counsel from placing in their marketing materials, website, or other advertising media a comment that Class Counsel secured payment for their clients, so long as any such comment does not mention the name of this case, the name of any of its Parties or Class Members, or the identity of Defendant's Counsel.

8.20. **Continuing Jurisdiction.** The Court shall retain jurisdiction over the implementation of this Agreement as well as any and all matters arising out of, or related to, the implementation of this Agreement and Settlement. The Court shall not have jurisdiction to modify the terms of the Agreement without the consent of all of the Parties.

8.21. **Disputes.** If the Parties have a dispute with regard to the language of this Agreement, they agree to first attempt to resolve the dispute informally through good faith negotiations, but if those efforts are unsuccessful, they agree to mediate any such dispute. The Parties will split the costs of the mediator, and all parties will bear their own fees and costs.

8.22. **Governing Law.** This Settlement and Agreement was made and entered into in the State of California. All terms of this Agreement shall be governed by and interpreted according to the procedural and substantive laws of the State of California.

8.23. **Papers to Be Filed With the Court.** All papers to be filed with the Court by Defendant or Class Counsel in connection with this Agreement shall be submitted to the other Party at least two business days prior to filing. The other Party shall have no right to object to the papers unless they do not conform to the terms and conditions of this Agreement.

SO AGREED AND STIPULATED:

Dated: November 18,
2021

RALEY'S

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By: 
~~Brian J. Lim~~ Ken Mueller
~~Associate General Counsel~~ CFO

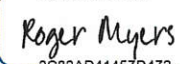
Dated: November 16, 2021

SEYFARTH SHAW LLP

By: 
Jon D. Meer
Paul J. Leaf
Phillip J. Ebsworth
Justin J. Jackson
Attorneys for Defendant
RALEY'S

Dated: 11/16, 2021

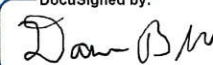
PLAINTIFF ROGER MYERS

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Roger Myers

Dated: 11/12, 2021

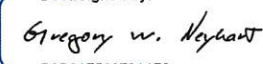
PLAINTIFF DAVE BILLINGS

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Dave Billings

Dated: November 12, 2021

PLAINTIFF GREG NEYHART

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Greg Neyhart

Dated: November 12, 2021

RIGHETTI GLUGOSKI, P.C.

By: 
Matthew Righetti

Michael Righetti
Attorneys for Plaintiffs and Class Members

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EXHIBIT 1

Full Name	Address 1	City	State	ZIP Code	Phone	SSN	Workweeks	Hire Date	Term Date
Glenn Alberg	1735 Camphor Way	Lodi	CA	95242	(209) 339-4078			12/16/2002	Active
Zulfikar Ali	500 Marin Ave Apt 8	Hayward	CA	94541	(650) 921-1167			12/29/2013	9/1/2017
Matthew Ball	4203 Choteau Cir	Rancho Cordova	CA	95742	(916) 790-8092			2/7/2011	Active
Danny Bettridge	603 Canterbury Ave	Livermore	CA	94550	(925) 443-1514			2/25/2002	Active
Dave Billings	22336 Dove Springs Dr	Grass Valley	CA	95949	(530) 906-4507			9/22/1997	5/10/2012
Michael Blevins	2954 Celeste Way	Brentwood	CA	94513	(925) 206-9538			5/17/2005	Active
Joseph Bogaczyk	16252 Norlene Way	Grass Valley	CA	95949	(916) 591-6710			1/28/2019	Active
Brian Boulware	6624 Romanzo Way	Elk Grove	CA	95758	(916) 947-7411			1/5/2009	2/13/2009
Steven Bradshaw	305 U St	Sacramento	CA	95841	(916) 332-1580			11/10/2014	Active
Scott Breckinridge	3329 Bristol Rd	Sacramento	CA	95864	(916) 484-6214			8/9/2010	3/29/2013
Robert Brinsky	19160 River Crest Ct	Grass Valley	CA	95949	(916) 363-6445			11/8/2001	6/28/2010
Robert Carson	1265 Windsor Pl	Manteca	CA	95336	(707) 446-7864			3/21/2011	6/3/2011
Trawyck Carter	6262 Van Maren Ln	Citrus Heights	CA	95621	(916) 878-7936			5/18/2015	5/19/2016
James Childers	764 Mariner Loop	Yuba City	CA	95991	(530) 262-8621			1/5/2009	8/16/2010
Nick Chung	1828 Plum Ln	Tracy	CA	95376	(209) 836-3331			5/7/2001	5/31/2019
Gerald Clore	PO Box 371	Hollister	CA	95024	(831) 637-4795			6/12/2000	Active
Gary Cooper	4260 Redwood Retreat Rd	Gilroy	CA	95020	(408) 847-1178			5/18/1998	1/28/2016
Gregory Craig	11473 W Bolney Gate Dr	Marana	AZ	85653	(530) 622-8349			11/3/1995	3/31/2016
Jason Dangler	449 Hummingbird Ln	Livermore	CA	94551	(925) 456-7682			12/20/2004	9/24/2007
Scott Davis	12766 Magnolia Rd	Grass Valley	CA	95949	(530) 488-0085			2/17/2014	Active
Mark Dearstyne	3552 Swallow Way	Antioch	CA	94509	(925) 432-0346			11/4/2002	12/7/2007
Lee Diamond	3971 Riley Anton Way	Rancho Cordova	CA	95742	(916) 790-8917			5/10/2000	6/21/2019
Todd Erickson	6400 Sutter Ave	Carmichael	CA	95608	(916) 496-5916			6/24/2013	1/21/2019
Jose Garcia	1770 Germaine Dr	Yuba City	CA	95993	(916) 825-2313			1/13/1997	3/10/2017
Ricardo Garcia	400 Grovewood Loop	Brentwood	CA	94513	(925) 319-7680			2/21/2018	Active
Christopher Gill	3964 New Zealand Ave	Santa Rosa	CA	95407	(707) 843-7510			1/16/2008	11/5/2009
Erik Gonzalez	17290 Sonora Rd	Oakdale	CA	95361	(209) 648-2371			1/29/2001	4/24/2015
Blaine Gregory	8000 Calle De Gato	Redding	CA	96001	(530) 941-8143			6/2/2013	Active
Mark Hale	PO Box 2458	Placerville	CA	95667	(530) 344-1939			5/29/2013	10/22/2015
John Harris Jr	3832 Henderson Way	Carmichael	CA	95608	(916) 549-2656			12/14/2015	8/25/2017
Todd Henderson	570 Kellogg St	Newcastle	CA	95658	(916) 663-2385			5/16/2005	Active
John Horbasch	1913 St. Basil Circle	Roseville	CA	95747	(916) 599-3660			10/15/2001	Active
Jason Jenkins	10445 County Road 670	Blue Ridge	TX	75424	(530) 672-9276			3/22/2004	10/13/2008
Ashley Jenkins	4104 Ne 21st Ave	Fort Lauderdale	FL	33308	(925) 323-5286			5/31/2016	9/22/2017
Franklin Johnson	3100 Dark Water Ct	Mullins	SC	29574	(707) 386-2900			11/8/2004	6/10/2010
Gary Jones	395 Farmhill Way	Brentwood	CA	94513	(925) 285-0338			6/17/2013	7/11/2014
Justin Kaslin	402 Arboles Way	Oakdale	CA	95361	(209) 639-3162			11/27/2006	Active
Sean Killen	1114 Davis Pl	Vacaville	CA	95687	(916) 439-2241			9/11/2017	Active
John Kraft Sr	1280 Devries Rd	Oak Harbor	WA	98277	(707) 451-7673			7/27/1994	6/28/2013

Jon Larson	1825 Boardwalk Dr	Marysville	CA	95901	(916) 825-4258			10/20/2014	Active
John Lewis	308 W Walnut St	Lodi	CA	95240	(209) 482-5636			3/7/2016	Active
Salvador Lopez	8801 Heathermist Way	Elk Grove	CA	95624	(916) 544-3463			10/17/2018	Active
Robert Lopez	5521 Narrow Ridge Ct	Bakersfield	CA	93313	(661) 900-3570			7/1/2019	Active
Dana Mann	7070 Lakewood Dr	Pollock Pines	CA	95726	(530) 647-6223			3/13/2017	1/3/2019
Adan Martinez	3179 Nordyke Dr	Sacramento	CA	95833	(916) 793-0858			4/29/2019	Active
Shane Massello	5791 Amnest Way	Sacramento	CA	95835	(916) 949-5592			7/2/2012	9/11/2018
Scott Matteson	3075 Camerosa Circle	Cameron Park	CA	95682	(530) 644-4691			2/2/2009	10/30/2012
Vincent Matteucci	1731 Charm Way	Sacramento	CA	95835	(916) 275-2534			9/19/2011	Active
Rene Mendoza	1206 Trombetta St	Santa Rosa	CA	95407	(707) 546-7081			9/5/2002	8/24/2012
Trevor Mercure	213 Shrub Ln N	North Fort Myers	FL	33917	(408) 406-2814			2/4/2008	10/31/2012
James Mestas	3565 Larchmont Dr	Fairfield	CA	94534	(707) 426-5235			5/25/2005	3/5/2019
Richard Mitcham	12200 Gateway Ct Apt 209	Auburn	CA	95603	(916) 903-6711			7/9/2007	10/13/2008
Timothy Mower	18381 N. Lodestone St.	Woodbridge	CA	95258	(916) 275-2081			3/2/1992	4/29/2016
James Mullikin	8923 Spruce Brook St	Anchorage	AK	9507	(530) 632-6106			6/24/2013	9/5/2014
Perry Murrell	3912 Village Dr	Carson City	NV	89701	(916) 730-3246			3/12/2013	Active
Roger Myers	220 South East Crescent Dr	Shelton	WA	98584				4/2/2007	8/8/2008
Nicholas Neese	36 Jami St	Livermore	CA	94550	(925) 337-9763			10/11/2016	1/17/2018
Donald Nelson	3140 Portsmouth Dr	Rancho Cordova	CA	95670	(916) 212-7157			10/9/2017	1/2/2018
Greg Neyhart	3732 Dottielyn Ave	San Jose	CA	95111	(408) 365-9123			10/19/2003	7/26/2011
Donald Olson	341 Perth Ct	Roseville	CA	95747	(916) 677-9093			5/5/2014	Active
Jerome Omega	9636 Shale Ct	Elk Grove	CA	95624	(916) 714-8880			6/26/2001	8/3/2007
Leslie Orm	16920 Sarahs Pl Apt 103	Clermont	FL	34714	(805) 727-0062			5/17/2016	10/31/2016
Keith Pardue	9045 Gilardi Rd	Newcastle	CA	95658	(916) 869-0367			7/22/2013	Active
Stephen Pearson	940 Snow Lily Ave	Galt	CA	95632	(916) 803-6007			1/11/1993	10/23/2013
Steve Pepper	70 Hidden Cove Cir	Sacramento	CA	95831	(916) 370-2348			12/5/2016	Active
Richard Peterson	205 Hawthorne St	Sweet Home	OR	97386	(916) 421-0312			11/30/1998	1/30/2013
Paul Petrali	12781 Torrey Pines Dr	Auburn	CA	95602	(916) 628-7285			8/28/2006	Active
Patrick Pryor	27925 Ormond Ave	Hayward	CA	94544	(510) 786-6046			9/6/2011	10/31/2012
Ralph Rankin	6208 Ranier Way	Sacramento	CA	95842	(916) 826-8870			1/7/2008	Active
Brian Ricker	10537 Aransas Dr	Fort Worth	TX	76131	(707) 689-8141			11/17/2014	4/21/2016
Robert Robles	8757 Vizela Way	Elk Grove	CA	95757	(916) 206-7842			4/7/2003	10/13/2008
Alexis Rodriguez	3344 Mesquite Way	Modesto	CA	95355	(209) 996-1965			12/1/2004	Active
Juan Sanchez	201 Edelweiss Way	Galt	CA	95632	(209) 745-7989			5/17/2004	10/13/2008
Kevin Sanders	7455 Horseshoe Bar Rd	Loomis	CA	95650	(916) 660-0771			11/30/1992	3/13/2009
Eric Schneider	1126 San Benito St	Hollister	CA	95023	(916) 275-2592			10/27/2014	Active
Nathan Schoonmaker	3716 Malden Ln	Modesto	CA	95355	(209) 551-1183			3/3/1979	Active

David Schwabenland	8661 Heppner Ct	Elk Grove	CA	95624	(916) 517-3364			5/31/2016	Active
Ken Seipert	PO Box 263	Biggs	CA	95917	(530) 868-1255			4/12/2006	4/26/2012
Robert Seyfried	PO Box 125	Wauconda	WA	98859	(916) 682-4774			1/27/2003	11/27/2009
Allen Sheldon	15854 Via Del Sol	San Lorenzo	CA	94580	(510) 276-4599			9/15/2003	12/27/2007
Bart Shoemaker	511 W 660 S	Tremonton	UT	84337	(530) 312-0450			12/16/2013	4/17/2015
Craig Smith	7661 Kilarney Ln Apt 123	Citrus Heights	CA	95610	(916) 825-6092			7/21/2003	Active
Michael Smith	4724 Concordia Dr	El Dorado Hills	CA	95762	(916) 997-0655			12/29/2013	1/31/2019
Robert Spencer	341 Beelard Dr	Vacaville	CA	95687	(707) 301-9619			8/25/2014	Active
Robert Thomas	9577 3rd Ave	Elk Grove	CA	95624	(916) 217-4303			7/24/2018	Active
Wesley Timmerman	PO Box 512	El Dorado	CA	95623	(530) 409-0763			4/22/2019	Active
David Trenchuck	2932 Park Oak Dr	Lodi	CA	95242	(209) 327-6754			9/6/1988	5/6/2016
Steve Trenchuck	3663 E Collier Rd	Acampo	CA	95220	(209) 368-4877			1/4/1999	10/30/2012
Roland Weeks	3160 Stope Dr	Placerville	CA	95667	(916) 630-8855			11/30/1992	12/30/2016
Lonnie Wineman	123 Lemon Tree Cir	Vacaville	CA	95687	(707) 426-0800			2/25/2002	Active
Douglas Wobser	3450 Keystone Loop	Discovery Bay	CA	94505	(916) 275-2552			6/5/2006	Active
David Wong	9124 Harvest Hill Way	Elk Grove	CA	95624	(916) 671-4790			5/12/1993	Active

EXHIBIT 2

EXHIBIT 2

NOTICE OF SETTLEMENT OF CLASS ACTION

Roger Myers, et al. v. Raley's

Superior Court of the State of California—County of Yolo

Case No. CV-2011-2668

PLEASE REVIEW THE CONTENT OF THIS NOTICE CAREFULLY, AS YOU MAY BE ENTITLED TO RECEIVE COMPENSATION FROM A PROPOSED SETTLEMENT.

THIS NOTICE is sent to all current and former employees who held non-exempt or hourly positions of “maintenance technician” or “technician” with Defendant Raley’s (“Defendant”) in the State of California between August 2, 2007 and **XX, and who do not submit a timely and valid Request for Exclusion.**

THIS NOTICE is to inform you of a proposed settlement of a class action and representative action lawsuit in which you may be entitled to receive money (“Settlement”). Your rights may be affected by the legal proceedings in this action. Please review this notice carefully.

You will automatically receive a share of the Individual Settlement Payment, unless you submit a timely and valid Request for Exclusion. If you do not want to receive a share of the Individual Settlement Payment, you must affirmatively opt out of this Settlement by completing and submitting a timely and valid Request for Exclusion.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
YOU MAY DO NOTHING	If you do nothing, you will remain a Class Member, represented by Class Counsel, and you will receive money. You will receive a share of the Individual Settlement Payment and will be bound by the release provisions of the Settlement Agreement with respect to the California Labor Code, California Industrial Welfare Commission Wage Orders; California Private Attorneys General Act of 2004 under California Labor Code §§ 2968, <i>et seq.</i>; California Unfair Competition Law under California Business and Professions Code §§ 17200, <i>et seq.</i>; and the Fair Labor Standards Act. As a Class Member, you will not be charged for the services of Class Counsel.
YOU MAY EXCLUDE YOURSELF	You may submit a Request for Exclusion to “opt out” of this Settlement. If you do not want to remain a Class Member, you must submit the enclosed Request for Exclusion to “opt out” of the Settlement. If you submit a timely and valid Request for Exclusion, you will not receive any payment, including a share of the Individual Settlement Payment.

	If you opt out you may not object to the Settlement, and you will not be bound by the release provisions in the Settlement Agreement. You will be free to pursue any claims you may have against Defendant on your own behalf. In order to exclude yourself from the Class, you must submit a completed Request for Exclusion to the Settlement Administrator, Simpluris, Inc., so that it is postmarked no later than XX. If you do not comply with these procedures and the deadline for exclusion, you will lose any opportunity to exclude yourself from the Settlement, your rights will be determined in this lawsuit by the Settlement Agreement (if it is approved by the Court), and you may not recover under any other individual settlement agreement with respect to the Release of Claims, including those under the California Labor Code; California Industrial Welfare Commission Wage Orders; California Private Attorneys General Act of 2004 under California Labor Code §§ 2968, <i>et seq.</i>; California Unfair Competition Law under California Business and Professions Code §§ 17200 <i>et seq.</i>; and the Fair Labor Standards Act.
YOU MAY OBJECT	You may object to the Settlement by timely submitting a written objection using the enclosed Objection Form. If the Court grants final approval of the Settlement despite your objection, you will receive a share of the Individual Settlement Payment and will be bound by the release provisions of the Settlement Agreement with respect to the California Labor Code; California Industrial Welfare Commission Wage Orders; California Private Attorneys General Act of 2004 under California Labor Code §§ 2968, <i>et seq.</i>; California Unfair Competition Law under California Business and Professions Code §§ 17200 <i>et seq.</i>; and the Fair Labor Standards Act. In order to make a timely and valid written objection, you must complete and submit the enclosed Objection Form and send it to the Settlement Administrator, Simpluris, Inc., postmarked no later than XX. If you do not comply with all of the procedures set forth in the enclosed Objection Form and the deadline to object, you will lose any opportunity to have your written objection considered by the Court or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the Proposed Settlement in writing. Notwithstanding the objection procedures set forth herein, you may still appear and be heard at the final approval hearing at the Court’s discretion.

I. Why should I read this Notice?

This Notice outlines a Settlement for a class action and representative action lawsuit. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. A more detailed Joint Stipulation Of Settlement For Class Action And Representative Action; Release Of Claims (“Settlement Agreement”) is on file with the Court, where it is available for your review.

II. What is this lawsuit about?

A lawsuit entitled *Roger Myers, et al. v. Raley's* is now pending in the Superior Court of the State of California, County of Yolo, Case No. CV-2011-2668 (the "Lawsuit"). Plaintiffs Roger Myers, Dave Billings, Greg Neyhart, and Jim Mestas ("Plaintiffs" or "Class Representatives") have alleged claims against Defendant Raley's ("Defendant") under the California Labor Code, California Industrial Welfare Commission Wage Orders, California Private Attorneys General Act of 2004, and California Business and Professions Code.

Plaintiffs brought this Lawsuit as a class action and representative action on behalf of themselves and other similarly-situated employees, and are claiming that Defendant failed to provide meal periods, failed to authorize and permit rest periods, failed to pay premium pay at the proper rate for missed meal and rest breaks, failed to pay overtime wages, failed to pay minimum wages, failed to pay all wages due to employees upon separation of their employment, failed to maintain required records, failed to provide accurate itemized wage statements, and failed to indemnify employees for necessary expenditures incurred in discharge of their duties. Plaintiffs seek a monetary recovery on your behalf for the alleged violations, including damages, penalties, interest, restitution, attorneys' fees, and costs, as well as injunctive and declaratory relief.

Defendant denies all of the allegations in this Lawsuit and contends that it has, at all times, complied with all state and federal laws. The Court has not issued any opinions concerning the merits of the Lawsuit and has not ruled on any of the claims. This Settlement resolves the Lawsuit in its entirety and avoids unnecessary legal expenses and risks associated with further litigation.

III. Who is covered by the class action and representative action lawsuit and the proposed Settlement?

A. The Class Members. The Court granted preliminary approval of the Settlement and authorized this Notice. The Court defined the "Class Members" as including all current and former employees who held non-exempt or hourly positions of "maintenance technician" or "technician" with Defendant Raley's ("Defendant") in the State of California between August 2, 2007 and XX ("Class Period"), and who do not submit a timely and valid Request for Exclusion.

B. The Effect Of Membership As A Class Member. If you come within the definition of a Class Member, you are eligible for compensation and are subject to the terms of the Settlement, unless you timely submit the enclosed Request for Exclusion to opt out of this Settlement. Class Members are eligible to receive the benefits created by the proposed Settlement and will be bound by the terms and conditions of the Settlement Agreement if it is approved by the Court. Persons who exclude themselves from being a Class Member will not be bound by the terms and conditions of the Settlement Agreement and will not receive a share of the Settlement proceeds.

IV. What are the terms of the Settlement?

The proposed Settlement was negotiated between the attorneys for Defendant and the attorneys for the Class Members (“Class Counsel”). The attorneys for all of the parties in the Lawsuit believe this Settlement is in the best interests of the Class Members.

Monetary Compensation

- In connection with this Settlement, Defendant shall provide a Settlement fund not to exceed the amount of \$3,000,000 (the “Gross Settlement Amount”). The Gross Settlement Amount includes amounts awarded by the Court for (1) the Class Representative incentive payments; (2) the portion of the PAGA payment going to the LWDA, (3) the Settlement administration costs; (4) attorneys’ fees, (5) costs; and (6) the Individual Settlement Payments to the Class Members.
- The remainder of the Gross Settlement Amount, after deducting (1) the Class Representative incentive payments; (2) the portion of the PAGA payment going to the LWDA, (3) the Settlement administration costs; (4) attorneys’ fees, and (5) costs is referred to as the “Net Settlement Amount.”
- Each Class Member who does not submit a timely and valid Request for Exclusion shall be entitled to a share of the Net Settlement Amount, determined by his or her total number of Work Weeks divided by the total number of Work Weeks by all Class Members who do not submit a timely and valid Request for Exclusion, then multiplied by the Net Settlement Amount.
- Defendant, through the Settlement Administrator, shall pay the amounts awarded by the Court for (1) the Class Representative incentive payments; (2) the portion of the PAGA payment going to the LWDA, (3) the Settlement administration costs; (4) attorneys’ fees, (5) costs; and (6) the Individual Settlement Payments to the Class Members within 15 calendar days after the funding of the Gross Settlement Amount. The funding of the Gross Settlement Amount shall take place within 20 calendar days after the “Effective Date.”
- The “Effective Date” is the date that all of the following have occurred: (a) the Court has granted the motions for final approval of the Settlement and approved all of the material terms of the Settlement Agreement and has entered the Final Judgment consistent with the Settlement Agreement; and (b) the rulings on such motions and the Final Judgment have become “Final,” which means the later of (i) the time for seeking rehearing or reconsideration and/or appellate review has expired and no timely requests for such review have been made, or (ii) if rehearing, reconsideration, or appellate review is sought, after any and all avenues of rehearing, reconsideration, and appellate review have been exhausted and no further rehearing, reconsideration, or appellate review is permitted, and the time for seeking such review has expired.

Attorneys' Fees and Costs

- When seeking Final Approval of the proposed Settlement, Class Counsel will apply to the Court for an award of attorneys' fees in an amount up to \$1,200,000 (which is 40% of total Gross Settlement Amount of \$3,000,000) and an award of costs not to exceed \$XX.
- Such payments, if approved by the Court, will be deducted from the Gross Settlement Amount before calculation of the Net Settlement Amount available for distribution to the Class Members.

Settlement Administration Costs

- When seeking Final Approval of the proposed Settlement, Class Counsel will apply to the Court for an award of Settlement administration costs of up to \$3,500 for a third-party class-action administrator, Simpluris, Inc., for the administrative services in connection with this Settlement.
- Such payment, if approved by the Court, will be deducted from the Gross Settlement Amount before calculation of the Net Settlement Amount available for distribution to the Class Members.

Class Representative Incentive Payments

- When seeking Final Approval of the proposed Settlement, Class Counsel will apply to the Court for an award of incentive payment of up to \$9,000 for each of the three living Plaintiffs for their service as Class Representatives.
- Such payments, if approved by the Court, will be deducted from the Gross Settlement Amount before calculation of the Net Settlement Amount available for distribution to the Class Members.

The Portion Of The PAGA Payment To The LWDA

- When seeking Final Approval of the proposed Settlement, Class Counsel will seek approval for a payment to the California Labor & Workforce Development Agency ("LWDA") in the amount of \$75,000.
- Such payment, if approved by the Court, will be deducted from the Gross Settlement Amount before calculation of the Net Settlement Amount available for distribution to the Class Members.

Release Of Claims

- Upon the Court's final approval of the Settlement, judgment will be entered fully and finally settling the Lawsuit as to all Class Members.
- As a result of the Settlement and judgment to be entered, Plaintiffs and the Class Members, and each of their respective executors, administrators, representatives, agents, heirs,

successors, assigns, trustees, spouses, or guardians, will have released and discharged Defendant, Belair, Nob Hill Foods, and all of their current or former subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, officers, directors, managing agents, attorneys, human resources representatives, payroll representatives, executors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries (collectively, the "Released Parties") from any and all claims, rights, demands, charges, complaints, causes of action, damages, penalties, interest, attorneys' fees, costs, obligations, or liability for the Class Period, that were or could have been asserted based on or arising out of the facts alleged in any version of the complaints filed in the Action or the PAGA letter sent to the LWDA, including those for: (1) failure to pay wages or timely pay wages or timely pay wages at the time of separation, under California Labor Code §§ 201, 202, 203, and 204; (2) failure to pay minimum wages or overtime wages based on the regular rate of pay under California Labor Code §§ 510, 1194, 1194.2, 1197, and 1198; (3) failure to provide meal periods or meal period premium wages at the regular rate of pay under California Labor Code §§ 226.7, 510, 512, 1194, 1197, and 1198; (4) failure to authorize and permit rest periods or rest period premium wages at the regular rate of pay under California Labor Code § 226.7; (5) failure to maintain required records under California Labor Code §§ 226 and 1174; (6) failure to furnish accurate itemized wage statements under California Labor Code § 226; (7) failure to indemnify employees for necessary expenditures incurred in discharge of duties under California Labor Code § 2802; (8) unfair or unlawful business practices under the California Unfair Competition Law and California Business and Professions Code, Cal. Bus. & Prof. Code §§ 17200 *et seq.*; (9) civil penalties under PAGA, California Labor Code § 2968, *et seq.*; (10) violation of California Industrial Welfare Commission Wage Order No. 7-2001 or any applicable Wage Order; and (11) any claims under the Fair Labor Standards Act that were or could have been asserted based on or arising out of the facts alleged in any version of the complaints filed in the Action or the PAGA letter sent to the LWDA. This release also includes a release of all claims that were or could have been brought based on the facts asserted in any version of the complaints filed in the Action or the PAGA letter sent to the LWDA. This release shall include any claims for damages, penalties, restitution, equitable or injunctive relief, liquidated damages, interest, attorneys' fees, and costs. **If you do NOT exclude yourself from the Settlement by following all of the procedures set forth in the Request for Exclusion and the Court approves the proposed Settlement, you will be deemed to have entered into the above Release.**

V. What is my estimated settlement payment?

While the precise amount of your share of the Individual Settlement Payment is not known at this time, based upon the number of weeks you worked for Defendant as a current or former non-exempt or hourly employee in the positions of "maintenance technician" or "technician" in the State of California between August 2, 2007 and **XX**, your share of the Individual Settlement Payment is estimated as **XX**. Defendant's records show that you worked **XX** weeks in the position

Exhibit 2-page 6

NOTICE OF SETTLEMENT OF CLASS ACTION

of “maintenance technician or “technician” in the State of California between August 2, 2007 and XX.

VI. How do I receive a payment?

Any Class Member who wishes to be considered for any payment under this Settlement must not submit a Request for Exclusion. If a Class Member does not submit a Request for Exclusion he or she will receive a share of the Individual Settlement Payment.

VII. Who represents the Class?

The Court has designated Plaintiffs Roger Myers, Dave Billings, Greg Neyhart, and Jim Mestas as Class Representatives in the Lawsuit. The attorneys that serve as Class Counsel are Matthew Righetti and Michael Righetti of Righetti Glugoski, P.C. Class Counsel may be contacted by email at matt@righettilaw.com for Matthew Righetti, and mike@righettilaw.com for Michael Righetti, or they may be called at 415-983-0900.

If you have questions about the Settlement, or the procedures outlined in this Notice, you should contact Class Counsel or the Settlement Administrator. **DO NOT CONTACT THE COURT.**

VIII. When is the Court hearing and what is it for?

On XX, the Hon. Samuel T. McAdam will hold a public hearing in Department 10 of the Superior Court of the State of California, County of Yolo, 1000 Main St., Woodland, CA 95695, for the purposes of determining whether the proposed Settlement is fair, adequate, and reasonable and should be approved, whether to approve Class Counsel’s applications for attorneys’ fees and costs, and whether to approve the named Plaintiffs’ requests for incentive payments.

Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval.

IX. Where can I get more information?

If you have questions about this Notice or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a Class Member, you should contact the Settlement Administrator, Simpluris, Inc., for more information or to request that a copy of this Notice be sent to you in the mail. You may also request a copy of the full Settlement Agreement. The Settlement Administrator may be contacted at Simpluris, Inc., [insert address and telephone number].

If you wish to communicate directly with Class Counsel, you may contact Matthew Righetti and Michael Righetti of Righetti Glugoski, P.C. Class Counsel may be contacted by email at matt@righettilaw.com for Matthew Righetti, and mike@righettilaw.com for Michael Righetti, or they may be called at 415-983-0900. You may also seek advice and guidance from your own private attorney at your own expense, if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, which contains the complete terms of the proposed Settlement, and which is on file with the Court. Subject to restrictions related to COVID-19, the Settlement Agreement may be inspected at any time during regular business hours at the Clerk's Office, Superior Court of the State of California, County of Yolo, 1000 Main St., Woodland, CA 95695. Subject to restrictions related to COVID-19, you may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANT FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

QUESTIONS? CALL [INSERT TOLL-FREE NUMBER]

EXHIBIT 3

EXHIBIT 3

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF YOLO

ROGER MYERS, *et al.*,

Plaintiffs,

v.

RALEY'S, and DOES 1-100, inclusive,

Defendants.

CASE NO.: CV-2011-2668

[Assigned for all purposes to the Honorable
Samuel T. McAdam, Dept. 10]

OBJECTION FORM

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

NAME AND FORMER NAMES (IF ANY):

ADDRESS LINE 1

ADDRESS LINE 2

LAST FOUR DIGITS OF

SOCIAL SECURITY NUMBER

XXX-XX-_____

THIS FORM IS TO BE USED ONLY IF YOU WANT TO OBJECT TO THE TERMS OF THE SETTLEMENT. IF YOU OBJECT TO THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL IT TO THE SETTLEMENT ADMINISTRATOR, SIMPLURIS, INC., AT **[THE SETTLEMENT ADMINISTRATOR ADDRESS], POSTMARKED ON OR BEFORE **[OBJECTION DEADLINE]**.**

IF YOU DO NOT OBJECT TO THE SETTLEMENT, DO NOT SUBMIT THIS FORM.

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. You must include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) that you would like the Court to consider.

[] I OBJECT to the *Myers v. Raley*'s Settlement on the following grounds (if additional space necessary, please include additional sheets of paper):

[] I will attend the hearing on the motion for final approval of the Settlement.

[] I am or will be represented by an attorney (provide name and address of attorney on lines below):

Executed on _____, 2022

(Signature)

[Printed name to be inserted prior to
mailing by Settlement Administrator.]

EXHIBIT 4

EXHIBIT 4

REQUEST FOR EXCLUSION FROM SETTLEMENT AND EXCLUSION FROM INDIVIDUAL SETTLEMENT PAYMENT

Roger Myers, et al. v. Raley's

Superior Court of the State of California—County of Yolo

Case No. CV-2011-2668

**YOU MAY TIMELY SUBMIT THIS REQUEST FOR EXCLUSION ONLY IF YOU DO
NOT WISH TO BE INCLUDED IN THE SETTLEMENT AND IF YOU DO NOT WISH
TO RECEIVE A SHARE OF THE INDIVIDUAL SETTLEMENT PAYMENT.**

INSTRUCTIONS:

You must timely complete, sign, and mail this Request for Exclusion if you want to “opt out” of the Settlement and do not want to receive a share of the Individual Settlement Payment.

IDENTIFYING INFORMATION

Please verify and/or complete any missing identifying information:

NAME AND FORMER NAMES (IF ANY): _____

ADDRESS LINE 1 _____

ADDRESS LINE 2 _____

LAST FOUR DIGITS OF _____

SOCIAL SECURITY NUMBER _____

XXX-XX-_____

TELEPHONE NUMBER _____

If you want to be excluded from the Settlement and not receive a share of the Individual Settlement Payment, you must timely fill out and file this Request for Exclusion with **[INSERT SETTLEMENT ADMINISTRATOR INFORMATION]** no later than **[INSERT DATE]**.

If you fail to timely complete and return this Request for Exclusion, you will be bound by the Settlement, if the Settlement is approved by the Court.

REQUEST FOR EXCLUSION

I request to be excluded from the Settlement. I understand that by submitting this Request for Exclusion, I will not receive any payment under the Settlement, including a share of the Individual Settlement Payment. I further understand that I will not be bound by the Settlement and I will not be able to object to the Settlement.

I declare the foregoing to be true and correct under penalty of perjury under the laws of the United States and the State of California.

Date: _____, 2022

Signed: _____
[CLASS MEMBER NAME]

EXHIBIT 5

From: Wohl, Jeffrey D. <jeffwohl@paulhastings.com>
Sent: Monday, September 20, 2021 5:12 PM
To: 'Matthew Righetti'; 'Mike Righetti'; Meer, Jon D.; Leaf, Paul J.; Ebsworth, Phillip J; Jackson, Justin
Subject: RE: Myers v. Raley's

[EXT. Sender]

I clarify two points below:

- In Item 1 below, the \$3 million is the gross settlement amount and it will not increase for any reason.
- In Item 3 below, the release of claims includes all claims in the LWDA notice, all claims in the civil complaint, and all the claims that could have been raised based on the facts alleged in the LWDA notice and the civil complaint.

With that clarification, I'm pleased to report that both sides have accepted my proposal, and we have a deal. Congratulations, and thank you for letting me serve as your mediator.

Jeff

[\[paulhastings.com\]](http://paulhastings.com)

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Jeffrey D. Wohl | Partner, Employment Law Department
Paul Hastings LLP | 101 California Street, 48th Floor, San Francisco, California
Direct: 415.856.7255 | Main: 415.856.7000 | Fax: 415.856.7355
jeffwohl@paulhastings.com | www.paulhastings.com [\[paulhastings.com\]](http://paulhastings.com)

From: Wohl, Jeffrey D. <jeffwohl@paulhastings.com>
Sent: Tuesday, September 14, 2021 8:17 PM
To: Matthew Righetti <matt@righettilaw.com>; Mike Righetti <mike@righettilaw.com>; Meer, Jon D. <JMeer@seyfarth.com>; pleaf@seyfarth.com; • Phillip Ebsworth <pebsworth@seyfarth.com>; • Justin Jackson <jujackson@seyfarth.com>
Subject: Myers v. Raley's

CONFIDENTIAL MEDIATION COMMUNICATION TO ALL COUNSEL

Thanks again to everyone for seeing through the mediation today. The following is my mediator's proposal. The proposal remains open until 5:00 p.m. next Monday, September 20. If both sides accept the proposal, I will let you know. If one side accepts the proposal and the other side rejects the proposal, or both sides reject the proposal, I will let you know that the proposal was not accepted, but I will not disclose whether one side or the other accepted or rejected the proposal.

1. Defendant will pay three million dollars (\$3,000,000) in full and complete settlement of the action. This payment will cover the settlement shares to the class (for claims for

wages, interest, meal-period premiums, expense reimbursement, statutory penalties, and PAGA penalties), the payment to the State of California for its share of the settlement of the claim for PAGA penalties, the class representative enhancement payments, plaintiff's counsel's attorneys' fees and costs, and the costs of the settlement administration.

2. The parties will agree to reasonable allocations of the class member settlement shares among wages, interest, meal-period premiums, expense reimbursement, statutory penalties, and PAGA penalties, with an appropriate allocation to penalties given the nature of the claims and the number of workweeks at issue.
3. Class members will release all claims asserted in the action and the preceding PAGA notice to the LWDA and all claims based on the same factual allegations as those raised in the action and the PAGA notice.
4. The class representatives, in return for their enhancement payments, will release all claims they have or could assert against defendant, and waive the protection of California Civil Code section 1542.
5. A condition of the settlement is that the approximately 35 class members individually represented by plaintiff's counsel may not opt out of the settlement and not more than 4 class members may opt out of the settlement. If either occurs, defendant will have the right to rescind its acceptance of the settlement and, if it does so, the settlement will be null and void.
6. Defendant will not contest the motion by plaintiff's counsel for attorneys' fees and costs under the settlement, which will be supported by appropriate documentation, but will answer truthfully any question posed by the Court regarding the motion (but will not be required to answer any question that invades the mediation privilege).
7. Plaintiff's counsel will not publicize the settlement, including identifying defendant in connection with the settlement on its website, either before or after final approval of the settlement.
8. Plaintiff's counsel will represent and warrant that they currently do not represent any class member with respect to any claims against defendant other than those raised in the action. This will not be construed or applied as any bar or limitation on plaintiff's counsel ability to represent a class member on any such claim in the future, should they be retained to do so.
9. The settlement will be administered through a qualified settlement fund with its own tax identification number.
10. Defendant will provide to plaintiff's counsel the workweeks each class member worked during the settlement period. Those workweek counts will be used in the calculation of settlement shares and will be binding on the parties and class members. There will be no escalator clause for the settlement payment based on any additional workweeks that may be identified (defendant represents there should not be any).
11. The parties will ask the Court to stay all proceedings, including briefing and hearing on the pending motions and further pre-trial and trial proceedings, to allow the parties

adequate time to document the settlement and bring a motion for preliminary approval of the settlement.

12. If a class member cannot be located, his or her settlement share will be redistributed to the remaining class members. If a class member who is located does not cash his or her settlement check, the proceeds will be forwarded to the State of California Controller's Unclaimed Property Division.

I hope everyone has a good evening.

Best,

Jeff

[\[paulhastings.com\]](http://paulhastings.com)

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HASTINGS

Jeffrey D. Wohl | Partner, Employment Law Department

Paul Hastings LLP | 101 California Street, 48th Floor, San Francisco, California

Direct: 415.856.7255 | Main: 415.856.7000 | Fax: 415.856.7355

jeffwohl@paulhastings.com | www.paulhastings.com [\[paulhastings.com\]](http://paulhastings.com)

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