

FILED/ENDORSED
Clerk of the Superior Court

AUG 22 2024

By *[Signature]*
DEPUTY CLERK

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
John A. Young (SBN: 299809)
jyoung@mahoney-law.net
MAHONEY LAW GROUP, APC
249 East Ocean Boulevard, Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Fax: (562) 590-8400

Attorneys for Plaintiff, MARIA VILLA, as representative of the State of California and the Labor and Workforce Development Agency ("LWDA"), and on behalf of herself and other current and former employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

SOLANO COUNTY

MARIA VILLA,

Plaintiff,

v.

RALPHS-PUGH CO. INC., and DOES 1
through 50, inclusive,

Defendants.

Case No. FCS056747

**~~PROPOSED~~ ORDER APPROVING PAGA
SETTLEMENT AND ENTERING FINAL
JUDGMENT**

Assigned for all purposes to:
Hon. Christine Carringer

Date: August 15, 2024
Time: 8:30 a.m.
Dept.: 12

Complaint Filed: June 28, 2021
Trial Date: None Yet Set

1 On _____, a hearing was held on the motion of Plaintiff Maria Villa
2 ("Plaintiff") for approval of a settlement agreement pursuant to California's Private Attorneys
3 General Act ("PAGA") entered into between Plaintiff and Defendant Ralphs-Pugh Co. Inc.
4 ("Defendant"). The Court having considered all papers filed and proceedings herein and otherwise
5 being fully informed, and good cause appearing; makes this Judgment which constitutes a final
6 adjudication of this matter on the merits:

7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

8 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
9 have the same meaning as given in the PAGA Settlement Agreement ("Settlement") executed
10 between the Parties.

11 2. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
12 Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been
13 given notice of the Settlement. Pursuant to PAGA, Plaintiff submitted to the LWDA a notice of
14 the Settlement enclosing a copy of the Settlement. A true and correct copy of the notice sent to the
15 LWDA is attached hereto as Exhibit 1. The Court finds and determines that Plaintiff's notice of
16 the Settlement complied with the statutory requirements of PAGA.

17 3. The Court confirms approval of the Settlement as to the following group of
18 individuals, collectively referred to as the "PAGA Settlement Group Members":

19 The one hundred thirty-nine (139) current and former non-exempt
20 hourly employees of Defendant in California who worked at any time
during the period from April 24, 2020 through and including
December 1, 2023 (the "Covered Period").

21 4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
22 Settlement Group Members, and over those persons and entities undertaking affirmative
23 obligations under the Settlement.

24 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
25 Accordingly, the Court hereby finally and unconditionally approves the Settlement.
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1 6. The Court approves the Notice to PAGA Settlement Group Members, Exhibit B to
2 the Settlement Agreement, which provides instructions for PAGA Settlement Group Members to
3 dispute and/or correct their Settlement Share before payments are made.

4 7. The Court finds that each PAGA Settlement Group Member, in accordance with the
5 Settlement, releases the following "Released Claims" against the Released Parties.

6 Any and all any and all claims based on the Private Attorneys General Act
7 (2004), as alleged in the LWDA letters and/or pleaded in Plaintiff's Complaint or
8 that could have been pleaded on the facts as alleged in the Complaint and/or
9 Plaintiff's notice letters to LWDA, arising during the Covered Period, including but
10 not limited to claims under Labor Code sections 201-204, 206, 210, 221, 226, 226.3,
11 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2698
12 *et seq.*, the Industrial Welfare Commission Wage Orders, and any resulting claim
13 for attorneys' fees and costs.

14 8. The Court finds that the Total Settlement Amount Thirty Thousand Dollars
15 (\$30,000.00) (as the compromise of claims brought under PAGA), the Net Settlement Amount
16 (after deduction of the payments to Plaintiff, Plaintiff Counsel and the Settlement administrator
17 specified below), and the methodology used to calculate and pay each Settlement Share, in
18 accordance with the Settlement, are fair and reasonable.

19 9. The Court authorizes the Settlement Administrator to calculate and pay the
20 Settlement Shares, in accordance with the terms of the Settlement.

21 10. The Court awards from the Total Settlement Amount payment to the Settlement
22 Administrator in this Action its fees and costs of \$ 2,760.81 (agreed by the Parties and
23 the Settlement Administrator not to exceed Two Thousand Seven Hundred Sixty Dollars and Eighty
24 One Cents (\$2,760.81)), in accordance with the terms of the Settlement Agreement.

25 11. The Court awards from the Total Settlement Amount payment to Representative
26 Plaintiff of \$ 2,000.00 (agreed by the Parties not to exceed Two Thousand Dollars
27 (\$2,000.00), that shall be paid to Plaintiff as a PAGA Representative enhancement award.

28 12. The Court awards from the Total Settlement Amount payment to Plaintiff's Counsel
in this Action of Counsel's fees of \$ 10,000.00 (agreed by the Parties not to exceed one third
of the Gross Settlement Amount, Ten Thousand Dollars and Zero Cents (\$10,000) and actual costs

1 of \$ 3,623.02 (agreed by the Parties not to exceed Four Thousand Five Hundred Dollars
2 and Zero Cents (\$4,500.00), however Plaintiff's counsel's actual costs is Three Thousand Six
3 Hundred Twenty-Three Dollars and Two Cents (\$3,623.02), the remaining amount shall be
4 allocated to the Net Settlement and disbursed in accordance with the terms of the Settlement
5 Agreement.

6 13. The Court approves the allocations and payment of the Net Settlement Amount after
7 deductions for the above payments to Plaintiff, Plaintiff Counsel, and the Settlement Administrator
8 to be paid in accordance with the terms of the Settlement. Under the terms of the Settlement,
9 seventy-five percent (75%) of the Net Settlement Amount will be paid to the State of California
10 Labor Workforce Development Agency ("LWDA Payment"); the remaining twenty-five percent
11 (25%) of the Net Settlement Amount shall be distributed to the PAGA Settlement Group Members
12 in accordance with the terms of the Settlement.

13 14. Checks for the Settlement Shares sent to PAGA Settlement Group Members shall
14 be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for
15 Settlement Shares uncashed after one hundred eighty (180) days will be disbursed to the California
16 State Controllers' Office Unclaimed Property Fund in the name of the individual PAGA Settlement
17 Group Member for said Member's benefit.

18 15. The Court retains exclusive and continuing jurisdiction over this Action for purposes
19 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
20 as well as the Settlement.

21 16. Nothing in this Order and Judgment or the Settlement shall be construed as an
22 admission or concession by any party. The Settlement and this resulting Order and Judgment
23 simply represent a compromise of disputed claims and allegations.

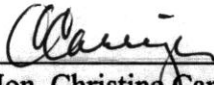
24 17. Plaintiff is directed to submit a copy of this order to the LWDA within ten (10) days
25 of the date of this Order.

26 18. Within two hundred seventy days of the date of this Order, Plaintiff is directed to
27 submit a status report regarding the status of the distribution of settlement proceeds. Upon
28 satisfaction that the appropriate payments have been made, the Court will then close this case.

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IT IS SO ORDERED AND ADJUDGED.

DATED: 8/15/2024



Hon. Christine Carringer
Sonoma Superior Court Judge