

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement is made by and between Plaintiff Maria Villa (“Plaintiff”), on behalf of herself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) Settlement Group Members, on the one hand, and Defendant Ralphs-Pugh Co., Inc. (“Defendant”), on the other (Plaintiff and Defendant are collectively referred herein as the “Parties,” and individually as a “Party”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), upon and subject to the following terms and conditions.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “Action” means the civil action titled *Maria Villa v. Ralphs-Pugh Co. Inc., and DOES 1 through 50, inclusive* (the “Action”), pending before the Superior Court of the State of California for the County of Solano (the “Court”), No. FCS056747.
- B. “Agreement” or “Settlement Agreement” means this PAGA Settlement Agreement.
- C. “Complaint” means the Complaint filed by Plaintiff on June 28, 2021 in the Action, and all amendments thereto.
- D. “Court” means the Superior Court for the State of California, County of Solano.
- E. “Covered Period” means the period of time from April 24, 2020 through and including December 1, 2023.
- F. “Defendant” means the defendant in this Action, Ralphs-Pugh Co., Inc.
- G. “Effective Date” means the date upon entry of an Order by the Court approving the Settlement Agreement.
- H. “Defendant’s Counsel” means Anna M. Rossi of Law Office of Anna M. Rossi and Duncan MacDonald of MacDonald Law.
- I. “Judgment” means the Order Granting Approval of Settlement and Entering Final Judgment to be entered by the Court in substantially the same form evidenced by Exhibit A to this Agreement and incorporated by reference into this Agreement.
- J. “LWDA” means the California Labor and Workforce Development Agency.
- K. “LWDA Payment” means the portion of the payment from the Total Settlement Amount to be paid to the LWDA under the Settlement Agreement.
- L. “Net Settlement Amount” means the amount from the Total Settlement Amount that is available for distribution: (i) as Settlement Shares to the PAGA Settlement

Group Members and (ii) as the LWDA Payment after deduction for (i) the Representative Plaintiff's Payment, (ii) Plaintiff's Counsel Fees and Expenses Payment, and (iii) the Settlement Administrator's fees and expenses.

- M. "PAGA" means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*
- N. "PAGA Notice" means a notice of proposed settlement pursuant to PAGA, substantially in the form evidenced by Exhibit B to this Agreement.
- O. "PAGA Released Claims" means any and all claims under California statutes and regulations, including the Labor Code, Industrial Welfare Commission Order, Code of Civil Procedure, Business & Professions Code, and PAGA that are pled in Plaintiff's Complaint, or which could have been pled under the PAGA based on the factual allegations in Plaintiff's Complaint and/or the LWDA letters (below), that arose during all or part of the Covered Period.
- P. "PAGA Settlement Group Members" means, based upon Plaintiff's analysis of time and payroll records produced by Defendant, the allotted one hundred thirty-nine (139) current and former non-exempt hourly paid employees of Defendant in California during all or any part of the Covered Period.
- Q. "Payment to Settlement Administrator" means the payment the Settlement Administrator will pay to itself out of the Total Settlement Amount for its reasonable fees and expenses as documented to and approved by the Court, and not to exceed two thousand seven hundred sixty dollars and eighty-one cents (\$2,760.81).
- R. "Plaintiff" means the plaintiff in the Action, Maria Villa.
- S. "Plaintiff's Counsel" means Kevin Mahoney, Esq. and John A. Young, Esq., of Mahoney Law Group, APC.
- T. "Plaintiff's Class Action Case" means the related class action case filed by Plaintiff in Solano Superior Court entitled *Villa v. Ralphs-Pugh Co., Inc* (case number FCS057223).
- U. "Plaintiff's Counsel Fees and Expenses Payment" means the percentage of the Total Settlement Amount to be paid to Plaintiff's Counsel as attorney fees and the amount to be paid for court-approved documented costs reasonably incurred by Plaintiff in the Action.
- V. "Released Parties" means Defendant and any present and former parents, subsidiaries, owners, members, and their respective shareholders, officers, directors, employees, representatives, insurers, attorneys, and agents, and any other heirs, successors or assigns.

- W. “Representative Plaintiff’s Payment” means the special payment made to Plaintiff to compensate her for initiating and pursuing the Action, undertaking the risk of liability for attorneys’ fees and expenses in the event that she was unsuccessful in the prosecution of the Action.
- X. “Settlement” means the Parties’ agreement, as detailed herein, to dispose of the Action and all other claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, expenses, administration costs, damages, penalties, fines, interest, harm, injuries, compensation, judgments, orders, attorney fees, costs, and liabilities alleged in, arising from, or related to the Action, or which could have been pled under the PAGA based on the factual allegations in Plaintiff’s Complaint and/or the LWDA letters (below).
- Y. “Settlement Administrator” means the administrator proposed by the Parties and appointed by the Court to administer the Settlement. The Parties have agreed to propose Phoenix Class Action Administrator to serve in this capacity.
- Z. “Settlement Share” means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.
- AA. “Total Settlement Amount” means the total amount to be paid by Defendant as provided by this Agreement. The Total Settlement Amount is thirty thousand dollars (\$30,000.00). The Total Settlement Amount will cover (i) all Settlement Shares payable to PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Representative Plaintiff’s Payment, (iv) the Plaintiff’s Counsel Fees and Expenses Payment, and (v) the Settlement Administrator’s fees and expenses.

II. FACTUAL BACKGROUND

- A. On April 5, 2021 and April 29, 2021, Plaintiff served a letter to the LWDA and Defendant in accordance with the requirements of Labor Code section 2699.3, to notify the LWDA of alleged violations by Defendant of California Labor Code sections 201-204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and 2698 *et seq.*, and the Industrial Welfare Commission Wage Orders for alleged failures to properly pay employees all wages owed (including minimum wage and overtime), provide meal and rest periods or premium pay for missed meal or rest periods, provide accurate itemized wage statements and maintain accurate payroll records, and provide all wages owed to employees at the time of separation from employment. The LWDA declined to investigate the alleged violations, and Plaintiff initiated the Action.
- B. On June 28, 2021, Plaintiff commenced the Action as a PAGA action.
- C. In the Action, Plaintiff seeks penalties under PAGA on behalf of herself and the PAGA Settlement Group Members for the alleged violations of California law as alleged in the LWDA letters (above) and the Complaint.

- D. On December 16, 2022, the Parties participated in a mediation presided over by Mark LeHocky, Esq. Prior to mediation, the Parties exchanged formal and informal discovery. Defendant supplied Plaintiff with employee and payroll data, which Plaintiff's Counsel reviewed and analyzed. The Parties did not reach a settlement at mediation. Subsequently, the Parties engaged in additional formal discovery. On October 2, 2023, the Parties participated in a Mandatory Settlement Conference presided over by the Honorable Alesia Jones wherein the Settlement was reached.
- E. During the Mandatory Settlement Conference, each side, represented by its respective counsel, recognized the risk of an adverse result in the Action and agreed to settle the Action, and agreed to the other matters covered by this Agreement.
- F. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended to be or will be construed as an admission by Defendant that any of the claims in the Action have any merit or that Defendant has any liability to Plaintiff or the PAGA Settlement Group on those claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Non-Admission.** Nothing in this Settlement nor the acts to be performed or judgments to be entered pursuant to the terms of the Settlement shall be construed to be an admission by Plaintiff that her claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, any or all of the PAGA Settlement Group Members, or any other person. Defendant specifically disclaims any such liability or wrongdoing. Defendant denies each and all of the allegations in the LWDA letters (above) and in the Action and specifically denies that it has committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of any liability or wrongdoing.
- B. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement and court approval, the Parties agree that the Total Settlement Amount is thirty thousand dollars (\$30,000.00). The Total Settlement Amount will cover (i) all Settlement Shares payable to the PAGA Settlement Group Members, (ii) the LWDA Payment, (iii) the Representative Plaintiff's Payment, (iv) the Plaintiff's Counsel Fees and Expenses Payment, and (v) the Settlement Administrator's fees and expenses. Plaintiff has calculated based on discovery to Defendant and Defendant's records that there were one hundred thirty-nine (139) PAGA Settlement Group Members. The settlement is non-reversionary, such that the entire Gross Settlement Amount will be disbursed.

- C. **Net Settlement Amount.** The Parties agree that, subject to court approval, the Net Settlement Amount shall be the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to the PAGA Settlement Group Members and the LWDA Payment after deduction for (i) the Representative Plaintiff's Payment (ii) Plaintiff's Counsel Fees and Expenses Payment, and (iii) the Settlement Administrator's fees and expenses.
- D. **Payment to Plaintiff.** In addition to her Settlement Share, Plaintiff will apply to the Superior Court for a Representative Plaintiff's Payment of not more than two thousand dollars (\$2,000.00). Defendant will not oppose a Representative Plaintiff's Payment of up to two thousand dollars (\$2,000.00). The Settlement Administrator will pay the Representative Plaintiff Payment approved by the Superior Court out of the Total Settlement Amount. If the Superior Court approves a Representative Plaintiff's Payment of less than two thousand dollars (\$2,000.00), the remainder will be retained in the Net Settlement Amount and distributed as specified in this Agreement. Tax deductions and withholdings will not be taken from the Representative Plaintiff's Payment, and instead a Form 1099 will be issued to Plaintiff with respect to this payment. The Settlement Administrator will issue to Plaintiff a Form 1099 with respect to her Settlement Share and Representative Plaintiff Payment. Plaintiff shall be solely and legally responsible for payment of any and all taxes on Representative Plaintiff's Payment and shall indemnify and hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of her Representative Plaintiff Payment.
- E. **Payment to Plaintiff's Counsel.** Defendant will not oppose Plaintiff's Counsel's request for a Fees and Expenses Payment in the total, maximum amount of ten thousand dollars and zero cents (\$10,000.00) for attorneys' fees (one-third of the Total Settlement Amount), and documented costs reasonably incurred in this Action not to exceed four thousand five hundred dollars (\$4,500.00). The Settlement Administrator will issue to Plaintiff's Counsel a Form 1099 with respect to the awarded attorneys' fees and costs.
- F. **Payments to Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as documented to and approved by the Court, and not to exceed two thousand seven hundred sixty dollars and eighty-one cents (\$2,760.81).
- G. **Payments to LWDA.** The Settlement Administrator shall pay to the LWDA 75% of the Net Settlement Amount.
- H. **Settlement Share to PAGA Settlement Group Members.** The Settlement Administrator shall pay to the PAGA Settlement Group Members as a whole 25% of the Net Settlement Amount. Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to the PAGA Settlement Group Members in proportion to the number of weeks worked for Defendant during the Covered Period. No taxes shall be deducted by Defendant or the Settlement Administrator from the

Settlement Shares paid to PAGA Settlement Group Members and a Form 1099 will be issued to each Settlement Group Member for said Member's Settlement Share because the Action sought civil penalties. Each PAGA Settlement Group Member shall be solely and legally responsible for payment of any and all taxes on said Member's Settlement Share. If any Settlement Share check is not timely cashed by a Settlement Group Member, that share will be sent to the California State Controllers' Office Unclaimed Property Fund in the name of the PAGA Settlement Group Member.

- I. **Appointment of Settlement Administrator.** The Parties have agreed to propose Phoenix Class Settlement Administrator as an acceptable Settlement Administrator to resolve disputes in connection with the calculation of Settlement Shares in accordance with the Settlement; distribute Settlement Shares and other payments due under the Settlement; and otherwise administer the Settlement. The Settlement Administrator's duties will include preparing, printing, and mailing the Notice Packet to the PAGA Settlement Group Members; conducting a National Change of Address search and using Accurint and other reasonable and cost-effective skip trace methods to locate any PAGA Settlement Group Member whose Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Notice Packet to the PAGA Settlement Group Member's new address; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of each PAGA Settlement Group Member's Settlement Share, subject to the dollar limitations set forth in this Agreement. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Notice Packet, are included within and will be paid out of the Payments to the Settlement Administrator from the Total Settlement Amount.

J. **Procedure for Approving Settlement.**

1. **Motion for an Order Approving the Settlement.**

- a. The Parties will cooperate in seeking approval of the Settlement, including Plaintiff filing a Motion for an Order Approving the Settlement Agreement (the "Motion").
- b. Pursuant to PAGA, on the date the Parties file the Motion, Plaintiff will submit to the LWDA the PAGA Notice substantially evidenced by **Exhibit B** to this Agreement, enclosing this Agreement. Plaintiff intends and believes that providing notice of this Settlement to the LWDA pursuant to the procedures described in this section complies with the requirements of PAGA.
- c. At the hearing on the Motion, the Parties will jointly appear, support the granting of the motion made in accordance with this

Agreement, and submit an order (the “Order”) granting the motion substantially in the form evidenced by **Exhibit A** to this Agreement.

d. Should the Court decline to approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Parties will meet and confer to address the Court’s concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court’s concerns. If no agreement can be reached, the Settlement will be null and void and the Parties will have no further obligations under it. However, an award by the Court of a lesser amount than sought for the Representative Plaintiff’s Payment and/or Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.

2. **No Right to Opt Out or Object.** The Parties agree there is no statutory right for any PAGA Settlement Group Member to object to, opt out of, or otherwise exclude said Member from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Settlement Group Member to appeal the approval of the Settlement by the Court. The Parties further agree that an Aggrieved Employee’s recovery under this Settlement does not act to preclude claims not encompassed within the release of claims in Section III.K.1.

3. **Notice to PAGA Settlement Group Members.** After the Court enters its Judgment, every PAGA Settlement Group Member will be provided with the Notice and a check for their Settlement Share.

a. Within fourteen (14) days after the Court Judgment is signed, approving the Settlement, Defendant will provide to the Settlement Administrator the names, last known addresses and telephone numbers, Social Security numbers, and number of Covered Pay Periods of all PAGA Settlement Group Members. The Settlement Administrator shall keep this information confidential and not disclose it to Plaintiff’s Counsel or any third parties. If any or all of the PAGA Settlement Group Members’ data are unavailable to Defendant, Defendant will use best efforts to deduce or reconstruct its data prior to when it must be submitted to the Settlement Administrator.

b. Within ten business (10) days after receiving the PAGA Settlement Group Members’ data from Defendant, the Settlement Administrator will send a PAGA Notice and a check for their Settlement Share to each PAGA Settlement Group Member. The Settlement Administrator will mail this information to all identified PAGA Settlement Group Members, using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

c. If a PAGA Notice packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not later than ten (10) days from receipt of the returned PAGA Notice packet, search for a more current address for the PAGA Settlement Group Member using Accurint and other reasonable and cost-effective skip trace methods, and re-mail the PAGA Notice packet and check for the recipient's Settlement Share to the PAGA Settlement Group Member. Where necessary, the Settlement Administrator will use the PAGA Settlement Group Members' data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Plaintiff's Counsel and according to the following deadlines, to trace the mailing address of any PAGA Settlement Group Member for whom a PAGA Notice packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing to PAGA Settlement Group Members for whom new addresses are found.

4. **Submission of Judgment.** Plaintiff shall submit to the LWDA a copy of the Judgment in this Action and a copy of any other order providing for or denying an award of civil penalties within ten (10) days after entry of the Judgment and/or order, in compliance with Section 2699(1)(3) of the California Labor Code. The Judgment will be made available to the LWDA and Aggrieved Employees through the Settlement Administrator's website for a period of one (1) year following entry of judgment.
5. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiff, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. This paragraph does not preclude Plaintiff or Plaintiff's Counsel from appealing from a refusal by the Court to award the plaintiff's counsel the attorneys' fees and/or costs sought by them. If an appeal is taken, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.
6. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to

the Settlement, and the Court's decision appealed from is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiff or Defendant will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Court not later than 30 days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Representative Plaintiff's Payment and/or Plaintiff's attorneys' fees and/or costs will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.

7. **Timing of Settlement Payments.** Within fourteen (14) calendar days after the Judgment is signed approving the Settlement, the Settlement Administrator will provide Defendant with wire transfer information to fund the Total Settlement Amount. Within fourteen (14) calendar days after the Settlement Administrator provides Defendant with wire transfer information, Defendant will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within seven (7) calendar days thereafter, the Settlement Administrator will make the following payments from the Total Settlement Amount: the LWDA Payment paid to the LWDA; the Representative Plaintiff's Payment to Plaintiff; Plaintiff's Counsel Fees and Expenses Payment paid to Plaintiff's Counsel; and the Settlement Administrator's fees and expenses.
8. **Uncashed Settlement Share Checks.** A PAGA Settlement Group Member must receive and cash said Member's Settlement Share or check within 180 calendar days after it is last mailed to that Member. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the PAGA Settlement Group Member at that Member's correct address. If any PAGA Settlement Group Member's Settlement Share check is not cashed within 120 days after its last mailing to the PAGA Settlement Group Member, the Settlement Administrator will send the PAGA Settlement Group Member a letter or postcard informing that Member that unless the check is cashed within the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If a PAGA Settlement Group Member fails to cash the check for that Member's Settlement Share within 180 days after it is last mailed to that Member, the funds shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund in said Settlement Group Member's name.

K. Release and Waiver of Claims.

1. **PAGA Settlement Group Members.** As of the date the Total Settlement Amount becomes fully funded, Plaintiff, acting on behalf of the State of California, and all PAGA Settlement Group Members releases Defendant and the Released Parties from any and all claims based on the Private

Attorneys General Act (2004), as pleaded in Plaintiff's Complaint or that could have been pleaded on the facts as alleged in the Complaint and/or Plaintiff's notice letters to LWDA, arising during the Covered Period, including but not limited to claims under Labor Code sections 201-204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 *et seq.*, the Industrial Welfare Commission Wage Orders, and any resulting claim for penalties, attorneys' fees and costs (the "Released Claims"). No release in this Agreement affects Plaintiff's or any PAGA Settlement Group Members' claims or standing to pursue claims not explicitly listed in this Agreement; provided, however, the Parties acknowledge and agree that this Agreement is being entered into in conjunction with, as is conditioned upon, the complete and final settlement of the related class action case filed in Solano Superior Court entitled *Villa v. Ralphs-Pugh Co., Inc* (case number FCS057223) pursuant to the terms of that settlement agreement.

2. **Plaintiff Release.** In addition to the claims released above by Plaintiff as one of the PAGA Settlement Group Members, as of the date the Total Settlement Amount becomes fully funded, Plaintiff, on behalf of herself, her respective, agents, attorneys, spouses, executors, representatives, heirs, successors, assigns, and estates, in exchange for the terms and conditions of this Settlement, including the Representative Plaintiff's Payment, fully and forever releases the Released Parties, to the full extent permitted by law, of and from any and all claims that were or could have been raised based on the facts arising from Plaintiff's employment with Defendant, known and unknown, asserted and unasserted, which Plaintiff had or may have had against the Released Parties, whether sounding in tort, in contract, in law, in equity or otherwise, and including but not limited to all claims based on any violation of any local, state, or federal statute, rule, or regulation. Plaintiff expressly waives and relinquishes all rights and benefits afforded by section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of such specific waiver of section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Notwithstanding the above, Plaintiff's General Released Claims do not include any workers' compensation claims, claims that cannot be waived as a matter of law by signing this agreement, or actions to enforce this agreement. The Parties intend for this release to be as broad as possible with the sole exception of any claims that cannot be released as a matter of law and Plaintiff's claims in Plaintiff's Class Action Case against

Defendant, specifically set forth in Case Number FCS057223 pending in the Superior Court of California, Solano County that are subject to the settlement agreement and release in Plaintiff's Class Action Case.

- L. **No Effect on Other Benefits.** The payment to PAGA Settlement Group Members, including Plaintiff, will not result in any additional benefit payments (such as 401(k) or bonus) to Plaintiff or the PAGA Settlement Group Members, and they will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- M. **Confidentiality Preceding Approval.** Prior to filing of the Motion for Approval of PAGA Settlement, Plaintiff will not issue any press or other media releases or have any communication with the press or media or anyone other than financial advisors, retained experts, the LWDA and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Settlement Approval, Plaintiff or her attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Defendant may rescind the Settlement, rendering it null and void. Plaintiff further agrees that she will instruct her attorneys not to disclose the terms of this Agreement other than as necessary in connection with the motion to approve the Settlement. This section does not bar Plaintiff's counsel from carrying out their duties as counsel to Representative Plaintiff for the LWDA. Following the filing of the Motion for Approval of PAGA Settlement, Plaintiff and Plaintiff Counsel will not issue any press or other media releases or have any communication with the press or media or anyone else (other than financial advisors, retained experts, the LWDA and vendors related to settlement administration), regarding the Settlement or any of its terms.
- N. **Miscellaneous Terms.**
 - 1. **No Admission of Liability.**
 - a. Defendant denies that it has engaged in any unlawful activity, that it has failed to comply with the law in any respect, or that it has any liability to anyone under any or all of the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims and avoiding further litigation. Nothing in this Agreement is intended or will be construed as an admission of any liability or wrongdoing by Defendant, or an admission by Plaintiff that any of her claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement).

- b. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
 - c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.
- 2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits. Except for the Parties separate agreement regarding the pending Plaintiff's Class Action Case, Case No. FCS057223, no other prior or contemporaneous written or oral agreements regarding the subject of this Agreement may be deemed part of this Agreement or be binding on the Parties in any way.
- 3. **Attorney Authorization.** Plaintiff's Counsel and Defendant's Counsel each warrant and represent that they are authorized by their respective clients to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents as said Party's attorney required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the Court or the settlement conference judge, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with this Agreement. No attorney for any Party is a party to this agreement and

will not be liable for any party's breach of any of the terms of this agreement.

4. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
5. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the heirs, successors and assigns of each of the Parties.
6. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
7. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
8. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
9. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
10. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the PAGA Settlement Group Members:

Kevin Mahoney
John A. Young
Mahoney Law Group, APC
249 East Ocean Boulevard, Suite 814
Telephone: (562) 590-5550
Facsimile: (562) 590-8400
kmahoney@mahoney-law.net
jyoung@mahoney-law.net

To Defendant:

Duncan MacDonald, Esq.
MACDONALD LAW
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 956-7777
Email: dmacdonald@macdlawcorp.com

With copy to:

Anna M. Rossi, Esq.
LAW OFFICE OF ANNA M. ROSSI
612 Arlington Isle
Alameda, CA 94501
Telephone: (510) 814-1038
Email: annamrossi@amrossilaw.com

11. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts when combined will be deemed to be one and the same instrument; provided, however, that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile and electronic signatures will be accepted and treated the same as original signatures. Executed counterparts will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES

The Parties hereby execute this Agreement.

Dated: _____, 2024 MARIA VILLA
03 / 17 / 2024

MARIA VILLA

Dated: Mar. 14, 2024

RALPHS-PUGH CO. INC.

By: 

NAME:

Glen Langstaff

TITLE:

Director of Operations

EXHIBIT A

[[PROPOSED] ORDER GRANTING APPROVAL OF SETTLEMENT]

Kevin Mahoney (SBN: 235367)
kmahoney@mahoney-law.net
John A. Young (SBN: 299809)
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Long Beach, CA 90802
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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

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(l)(2), (l)(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
21 during the period from April 24, 2020 through and including
22 December 1, 2023 (the “Covered Period”).

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

25 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
26 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

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 \$_____ (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 \$_____ (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 \$_____ (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 \$_____ (agreed by the Parties [TO BE FINALIZED UPON FILING] not to exceed
2 Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00), in accordance with the terms of
3 the Settlement Agreement.

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

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

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

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

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

24 18. Within two hundred seventy days of the date of this Order, Plaintiff is directed to
25 submit a status report regarding the status of the distribution of settlement proceeds. Upon
26 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: _____

Hon. Christine Carringer
Sonoma Superior Court Judge

EXHIBIT B

[NOTICE OF APPROVAL OF SETTLEMENT]

NOTICE OF SETTLEMENT

To: *To current and former hourly non-exempt employees of Ralphs-Pugh Co. Inc. in California at any time during the period from April 24, 2020 through December 1, 2023.*

PLEASE READ THIS NOTICE CAREFULLY

ACCORDING TO COMPANY RECORDS, YOU QUALIFY TO RECEIVE MONEY IN CONNECTION WITH A LEGAL SETTLEMENT. YOU DO NOT NEED TO DO ANYTHING; YOU ARE RECEIVING YOUR SHARE OF THE SETTLEMENT, WHICH IS ENCLOSED.

WHAT IS THIS NOTICE ABOUT?

A settlement (the “Settlement”) has been reached between Plaintiff Maria Villa (“Plaintiff”) acting on behalf of the State of California, and Defendant Ralphs-Pugh Co., Inc. (“Defendant”), in the action pending in the Solano County Superior Court brought on behalf of the following individuals (the “PAGA Settlement Group Members”):

Current and former hourly non-exempt employees of Defendant Ralphs-Pugh Co., Inc. in California at any time during the period from April 24, 2020 through December 1, 2023.

The Court has approved the Settlement. You have received this notice because Defendant’s records indicate that you are a PAGA Settlement Group Member. This notice is designed to inform you of the settlement and to provide you with your share of the Settlement.

WHAT IS THIS LAWSUIT ABOUT?

On June 28, 2021, Plaintiff brought an action entitled “*Villa v. Ralphs-Pugh Co. Inc., and DOES 1 through 50, inclusive,*” designated as Case No. FCS056747. The action is pending in the Superior Court of California for the County of Solano (the “Court”).

In the Action, Plaintiff sought penalties pursuant to the California Private Attorneys General Act (“PAGA”), based upon allegations that Defendant failed to all pay wages, including minimum and overtime wages, failed to authorize and permit timely uninterrupted meal and rest periods, failed to pay all wages due upon termination of employment, and failed to provide accurate itemized wage statements reflecting all wages earned at the appropriate rates, during the period of April 24, 2020 through the date of final judgement, in violation Labor Code section 2698, *et seq.* claiming violations of specific sections of the Labor Code including 201-204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699.3, 2699.5, of the California Labor Code and all Applicable Industrial Welfare Commission Wage Orders. Plaintiff sued for civil penalties and attorney fees and costs under the California Labor Code PAGA, Cal. Lab. Code § 2698 *et seq.* Under PAGA, any recovery of civil penalties (after payment of expenses) is shared between the California Labor and Workforce Development Agency (“LWDA”), which gets 75% of the penalties recovered, and the allegedly aggrieved employees, who get 25% of the penalties recovered.

Defendant denied and continues to deny each and all of Plaintiff's allegations. Specifically, Defendant contends that Defendant complied with the requirements of the law, including the Labor Code and other laws recited above, and that civil penalties are not owed or recoverable. No court has ruled that Defendant engaged in any wrongdoing.

After good-faith negotiations in which both sides recognized the substantial expense and risk of further litigation, Plaintiff and Defendant have agreed to settle the Action pursuant to the terms and conditions of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have any merit or that Defendant has any liability to Plaintiff or the PAGA Settlement Group. On the contrary, Defendant denies any and all such liability.

WHO IS INCLUDED IN THE SETTLEMENT?

You are included in the Settlement Group if you fall within the following definition:

Current and former hourly non-exempt employees of Defendant in California at any time during the period from April 24, 2020 through December 1, 2023.

You are receiving this notice because Defendant's records indicate that you are part of the PAGA Settlement Group.

WHAT WILL I RECEIVE FROM THE SETTLEMENT?

1. **Settlement Shares.** Pursuant to PAGA, 75% of the Net Settlement Amount will go to the LWDA. The remaining 25% of the Net Settlement Amount will be distributed to PAGA Settlement Group Members in proportion to the number of weeks that they were employed by Defendant during the covered period. The total Net Settlement Amount is estimated to be [FILL IN BY ADMINISTRATOR] and 25% of that amount will be distributed to PAGA Settlement Group Members based on the number weeks each member worked for Defendant during the Covered Period (which will constitute each Settlement Group Member's "Settlement Share").
2. **Payment of Settlement Shares. Your Settlement Share enclosed.** Your estimated Settlement Share is _____. Checks for Settlement Shares must be cashed within 180 days after they are issued, or else the funds they represent will go to the California State Controllers' Office Unclaimed Property Fund in your name and held for your benefit.
3. **Settlement Group Member Release.** The Settlement approved by the Court includes a release by Plaintiff acting on behalf of the State of California, and by PAGA Settlement Group Members of any and all claims based on the Private Attorneys General Act (2004), as alleged in Plaintiff's LWDA letters and/or as pleaded in Plaintiff's Complaint or that could have been pleaded on the facts as alleged in the Complaint and Plaintiff's notice letters to LWDA, arising during the Covered Period, including but not limited to claims under Labor Code sections 201-204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 119.1, 1198, 2698, *et seq.*, the Industrial Welfare

Commission Wage Orders, and any resulting claim for attorneys' fees and costs (the "Released Claims"). This release of Released Claims extends to Ralphs-Pugh Co., Inc. and any present and former parents, subsidiaries, owners, members, and their respective shareholders, officers, directors, employees, representatives, insurers, attorneys, and agents, and any other heirs, successors or assigns ("Released Parties").

WHAT ARE MY RIGHTS AS A SETTLEMENT GROUP MEMBER?

Participating in Settlement. Under PAGA, you are a part of the Settlement Group, and therefore, you are bound by the terms of the Settlement and the final judgment entered by the Court and, upon approval of the Settlement, you will have been deemed to have released the Released Claims against Defendant and the other Released Parties described above. As a member of the PAGA Settlement Group, you will not be responsible for the payment of attorneys' fees or reimbursement of litigation expenses.

Current employees of Defendant will not be retaliated against for cashing their checks.

GETTING MORE INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which will be on file with the Clerk of the Court. The pleadings and other records in this litigation including the Settlement Agreement, may be examined at the Office of the Clerk of the Court, Superior Court of California for Solano County, 580 Texas Street, Fairfield, CA 94533, during the Clerk's normal business hours, appointments are also available online, <https://solano.courts.ca.gov/clerks-office-appointments/>; or you may contact the Settlement Administrator, Phoenix Settlement Administrators, at P.O. Box 7280, Orange, CA 92863, (707) 207-7330.

**PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION
REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.**