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7 Attorneys for Plaintiff,

8 THERESEA RIVES, and all others similarly situated

(Additional attorneys for parties on following page)

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF MARIN**

12 **(UNLIMITED JURISDICTION)**

13 THERESEA RIVES, as an “aggrieved employee”
14 on behalf of other “aggrieved employees” under
the Labor Code Private Attorneys General Act of
15 2004,

16 *Plaintiff,*

17 vs.

18 CF SAN RAFAEL, LLC , a California limited
liability company; ~~CAMBRIDGE~~
19 ~~HEALTHCARE SERVICES, LLC, a California~~
20 ~~limited liability company~~; and DOES 1–50,
inclusive,

21 *Defendant(s).*
22

Case No. CIV2100671

PAGA SETTLEMENT AGREEMENT

Action filed: 2/18/2021

Department: Courtroom B, The Honorable
James Chou

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ADDITIONAL ATTORNEYS FOR PLAINTIFF

WALTER L. HAINES (SBN 71075)
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UNITED EMPLOYEES LAW GROUP
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Los Alamitos, CA 90720
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ATTORNEYS FOR DEFENDANT

JAMES S. COOPER (SBN 162469)
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LEVINSON ARSHONSKY & KURTZ, LLP
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Attorneys for Defendant,
CF SAN RAFAEL, LLC

1 Subject to Court approval by the Superior Court for the State of California, County of
2 Marin ("Court"), Plaintiff Theresea Rives ("Plaintiff") and Defendant CF San Rafael, LLC
3 ("Defendant") (collectively, Plaintiff and Defendant are the "Parties") hereby agree to the
4 following binding settlement ("Settlement" or "Settlement Agreement") of the PAGA claims in
5 the Action entitled Theresa Rives v. CF San Rafael, LLC, Marin County Superior Court case
6 no. CIV2100671 (the "Action").

7
8 **PAGA MEMBERS BY THE SETTLEMENT**

9 1. **PAGA Members**: This Settlement covers all current and former non-exempt,
10 hourly California employees Defendant employed any time during the PAGA Period (the
11 "PAGA Members").

12 2. **PAGA Period**: The Settlement covers the period from December 8, 2019 through
13 the date of Court approval or April 1, 2022, whichever is earlier (the "PAGA Period").

14 3. **Effective Date**: The effective date ("Effective Date") of this Agreement shall be
15 the last to occur of the following that apply: (a) if no objections to the Settlement are filed, the
16 date the Court approves the Settlement; (b) if there are objections filed, but no appeal is taken on
17 the Court's order approving the Settlement, sixty-five (65) calendar days after the date of entry
18 of an order and judgment approving this Settlement; (c) if there are intervenors to the Action,
19 and if an appeal, review or writ is not sought from the order granting approval of the settlement,
20 then upon the expiration date of the time for the filing or noticing of any appeal from, or other
21 challenge to, the judgment; or (d) if an appeal, review or writ is sought from the judgment, thirty
22 (30) calendar days after the judgment is affirmed or the appeal, review or writ is dismissed or
23 denied, and the judgment is no longer subject to further judicial review. Prior to the Effective
24 Date of the Settlement, Defendant will not be required to fund the Settlement, in whole or in part,
25 through the Settlement Administrator or any third party. Any subsequent distribution shall be at
26 PAGA Counsel's expense. If the Effective Date falls on a holiday or weekend, the Effective Date
27 shall be the next calendar day.

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- a. Third-Party Settlement Administration Fees of up to Five Thousand Dollars and No Cents (\$5,000.00);
- b. Plaintiff's counsel's, David Spivak of The Spivak Law Firm and Walter L. Haines of United Employees Law Group ("PAGA Counsel"), request for attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount exclusive of the payment to Plaintiff for her General Release Payment, or Sixty Six Thousand Six Hundred and Sixty Six Dollars and No Cents (\$66,666.00) ("PAGA Counsel's Fees"), subject to Court approval, plus actual costs and expenses incurred by PAGA Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Fifteen Thousand Dollars and No Cents (\$15,000.00) ("PAGA Counsel's Costs");
- c. A payment to Plaintiff in the amount of Fifteen Thousand Dollars and No Cents (\$15,000.00) ("General Release Payment") for (1) her general release that includes a release of claims pursuant to California Civil Code section 1542 and (2) her service to the State of California and the PAGA Members in prosecuting the Action; and
- d. The remaining funds (the Gross Settlement Amount less the Third-Party Settlement Administration Fees, PAGA Counsel's Fees, PAGA Counsel's Costs, and Plaintiff's General Release Payment) shall be referred to as the "Net Settlement Amount."

1 5. **Escalator Clause.** With respect to the Joint Stipulation re PAGA Settlement,
2 Defendant estimated for purposes of mediation that Defendant had issued 4,400 pay periods to
3 183 PAGA Members for the period of December 08, 2019 through the date of Court approval or
4 April 1, 2022, whichever is earlier. These numbers would be expected to increase proportionately
5 for the passage of time between that date and the time of court approval. Before the Parties seek
6 or a Party seeks court approval of the Settlement, the Settlement Administrator will advise
7 Plaintiff's counsel of Defendant's report of the total number of pay periods and PAGA Members.
8 If the pay periods as of the date the Court approves the settlement exceeds the referenced 4,400
9 pay periods by more than 10%, the Gross Settlement Amount will increase proportionally
according to the number of additional pay periods.

10 6. **Distribution of the Net Settlement Amount.** The Net Settlement Amount shall
11 be designated as PAGA penalties in full satisfaction of all claims for PAGA civil penalties under
12 the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to
13 have been violated in or reasonably related to the operative Complaint with respect to PAGA
14 Members, allocated between the LWDA and the PAGA Members pursuant to Labor Code
15 Section 2699(i) with 75.0% paid to the LWDA and 25.0% paid to the PAGA Members on a pro-
16 rata basis ("PAGA Penalties Fund"). The 25.0% of the Net Settlement Amount will be paid to
17 all PAGA Members according to the following formula: Settlement Payment to each PAGA
18 Member = \$[25.0% of Net Settlement Amount] × [Pay Periods Worked by Individual PAGA
19 Member During PAGA Period ÷ Total Pay Periods Worked by All PAGA Members during
PAGA Period].

20 7. **Settlement Administration.** Settlement Administrator CPT Group, Inc., or as
21 otherwise agreed to by the Parties and approved by the Court, will administer this Settlement and
22 will be responsible for issuing payments and appropriate tax forms to PAGA Members, the
23 LWDA, Plaintiff, and PAGA Counsel. The estimate of costs of administration for the
24 disbursement of the PAGA Penalties Fund is no more than \$5,000.00. If less than \$5,000.00 is
25 spent on the Settlement Administrator, the unused funds will be re-allocated to the Net Settlement
26 Amount.
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1 8. **Court Approval of the Settlement and Distribution of Settlement Payments.**

2 The Parties will present this Settlement Agreement to the Court and will request that the Court
3 issue a Court Approval Order and Judgment approving and incorporating by reference the terms
4 and conditions of the Settlement Agreement (the "Court Approval Order and Judgment"),
5 dismissing the Action with prejudice, and entering judgment. The Parties shall submit this
6 Settlement Agreement for the Court's approval by stipulation and order, unless the Court requires
7 a motion, in which event, Plaintiff will undertake that responsibility.

8 9. **Notice to LWDA.** Pursuant to California Labor Code § 2699(l)(1), Plaintiff shall
9 submit to the LWDA a copy of this Settlement Agreement and all supporting approval documents
10 at the same time that Plaintiff submits it to the Court for approval.

11 10. **Funding of the Settlement.** Within forty-five (45) calendar days after the
12 Effective Date and notice by the Court or Plaintiff that the Action has been dismissed with
13 prejudice, Defendant shall deposit the Gross Settlement Amount with the Settlement
14 Administrator, who shall issue payment to PAGA Counsel and Plaintiff within thirty (30)
15 calendar days of receipt of the Gross Settlement Amount. Within thirty (30) calendar days after
16 the Effective Date, Defendant shall provide the Settlement Administrator with the list of all
17 PAGA Members with each listed employee's full name, hiring, and, if applicable, termination
18 dates in connection with the employee's employment with Defendant during the PAGA Period,
19 last known mailing address, and social security number. Within twenty (20) calendar days of
20 receipt of the list of all PAGA Members, the Settlement Administrator shall run all the addresses
21 of PAGA Members through the United States Postal Service NCOA database to obtain current
22 address information, and issue payments to (a) PAGA Members; (b) the LWDA; and (c) itself.
23 The Settlement Administrator will skip-trace return mail and re-mail within five (5) calendar
24 days. The Settlement Administrator will issue the appropriate tax forms for all payments issued
25 under this Settlement. If the Effective Date falls on a holiday or weekend, the Effective Date
26 shall be the next calendar day.

27 11. **Settlement Payments to PAGA Members:** The Settlement Administrator will
28 issue each PAGA Member a check for his or her share of the Net Settlement Amount along with
29 an explanatory letter in the form attached as Exhibit A ("Notice Letter"). Checks will remain

1 negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or
2 before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the
3 forwarding address affixed thereto. Funds represented by settlement checks returned as
4 undeliverable and those settlement checks remaining un-cashed for more than 180 days after
5 issuance shall be paid to the California State Controller's Office Unclaimed Property Fund with
6 an identification of the amount of unclaimed funds attributable to each PAGA Member. The
7 Parties do not bear any liability for lost or stolen checks, forged signatures on checks, or
8 unauthorized negotiation of checks. Unless responsible by its own acts of omission or
9 commission, the same is true for the Settlement Administrator. All settlement payments to PAGA
10 Members will be treated as miscellaneous income for which an IRS Form 1099 will be issued by
11 the Settlement Administrator if required by law.

12 12. **Release of Plaintiff's Individual Claims:** Upon the Effective Date, Plaintiff, for
13 herself and for her heirs, executors, administrators, successors and assigns, hereby releases,
14 acquits and forever discharges Defendant, and each of its parents, subsidiaries and related
15 entities, and each of their respective officers, directors, shareholders, persons, employees, agents,
16 servants, representatives, members, attorneys, insurers, re-insurers, assigns, and affiliates and
17 any and all other entities with whom they have been, are now, or may hereafter be affiliated, and
18 any of its affiliated companies, predecessors, successors and assigns, as well as its past or present
19 officers, directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees
20 (collectively "Releasees"), from any and all claims, demands, obligations, actions, causes of
21 action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses and expenses,
22 known or unknown, suspected or unsuspected, filed or unfiled, that she may have or have had
23 arising out of any known or unknown fact, condition or incident occurring prior to the date of
24 this Agreement, including but not limited to those arising out of or in connection with any claims,
25 demand, charges, or complaints, specifically including but not limited to the Action, arising out
26 of or in connection with her employment and its cessation and any and all other interactions or
27 relations with Releasees. This release includes, without limiting the generality of the foregoing:
28 any and all claims, demands, causes of actions, obligations, charges, liabilities, attorneys' fees,
costs, actual, compensatory and punitive damages, and all claims for any other type of relief
relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or
retaliation in violation of State or Federal law; all claims for failure to prevent harassment,

1 discrimination, and/or retaliation; any and all claims for failure to engage in the good faith
2 interactive process and/or provide reasonable accommodation; all claims of violation of public
3 policy, including a claim for wrongful and/or constructive termination of employment; all claims
4 based on tort and/or breach of contract, whether written or oral, express or implied, and any
5 covenant of good faith and fair dealing, all claims for unpaid commissions, wages, or other
6 benefits, including minimum wage, overtime, double time, vacation, associated penalties and/or
7 premiums, and expense reimbursement; all claims for rest or meal periods and associated
8 penalties and/or premiums, and any and all claims for alleged violations of the California *Labor*
9 *Code* generally; any claim for unlawful or unfair business practices; all claims for emotional
10 distress; any and all claims which were or could have been asserted by Plaintiff; and all claims
11 generally relating to Plaintiff's employment relationship, any type of relationship, and/or
12 interactions with Releasees and the cessation thereof, including any alleged violation of any
13 federal, state or other governmental statute, regulation, ordinance, or executive order, including
14 without limitation:

- 15 (1) The Civil Rights Acts of 1866, 1964, and 1991, as amended;
- 16 (2) 42 U.S.C. § 1981;
- 17 (3) The California Fair Employment and Housing Act;
- 18 (4) Section 503 of the Rehabilitation Act of 1973;
- 19 (5) The Fair Labor Standards Act (including the Equal Pay Act);
- 20 (6) The California and United States Constitutions;
- 21 (7) The California Labor Code, specifically including, but not limited to the
22 Private Attorneys General Act ("PAGA") pursuant to *Labor Code* §
23 2699, *et seq.*;
- 24 (8) The California Business & Professions Code;
- 25 (9) The Employee Retirement Income Security Act, as amended;
- 26 (10) The Americans with Disabilities Act;
- 27 (11) The Age Discrimination in Employment Act;
- 28 (12) The Family Medical Leave Act;

- 1 (13) The California Family Rights Act;
- 2 (14) The California Pregnancy Discrimination Act;
- 3 (15) The California Wage Orders;
- 4 (16) The National Labor Relations Act;
- 5 (17) The Immigration Reform and Control Act;
- 6 (18) The California Occupational Safety and Health Act, and the Federal
- 7 equivalent; and
- 8 (19) The Worker Adjustment and Retraining Notification Act; and
- 9 (20) The Families First Coronavirus Response Act.

10 Plaintiff acknowledges the existence of and, with respect to the release given in Paragraph 13

11 herein, expressly waives and relinquishes any and all rights and benefits Plaintiff has or may

12 have under California Civil Code, Section 1542, which provides:

13 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR

14 OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR

15 HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF

16 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER

17 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

18 Plaintiff acknowledges that she may hereafter discover facts different from or in addition to those

19 which each she or her attorneys now know or believe to be true with respect to the matters

20 released in this settlement, and agrees that the release so given in Paragraph 12, shall be and

21 remain in effect as a full and complete release of all claims, notwithstanding any such different

22 or additional facts.

23 13. **Settled and Released PAGA Claims.** As of and subject to the occurrence of the

24 Effective Date, and in consideration for the Gross Settlement Amount, the claims settled, fully

25 released and forever discharged by the LWDA and the PAGA Members, including Plaintiff,

26 constitute any and all claims for civil penalties Plaintiff, the PAGA Members, and the State of

27 California may have against the Released Parties under the California Labor Code, Wage Orders,

28 regulations, and/or any other provisions of state and federal law arising from allegations that the

PAGA Members suffered Labor Code violations based on Failure to pay employees all earned

1 wages, Failure to provide meal periods, Failure to authorize and permit rest periods, Failure to
2 indemnify for business expenses, Failure to issue proper wage statements, Failure to timely pay
3 wages, and any other Labor Code violations that were alleged in the Action, or that could have
4 been alleged in the Action based on the facts alleged in the Action, which includes, but is not
5 limited to, alleged violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7,
6 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and 2698 *et seq.* (“PAGA Released
7 Claims”). The “Released Parties” are CF San Rafael, LLC and its present and former parent
8 companies, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders,
9 officers, directors, employees, agents, attorneys, insurers, successors and assigns, and all persons
10 acting by or through or in concert with any of them, and each of them (hereinafter “Released
Parties”).

11 14. **No Credit Toward Benefit Plans.** Payments to PAGA Members as referenced
12 herein will not be utilized to calculate any additional benefits under any benefit plans to which
13 any PAGA Member may be eligible, including, but not limited to profit-sharing plans, bonus
14 plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any
15 other benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not
16 affect any rights, contributions, or amounts to which any PAGA Member may be entitled under
any benefit plans.

17 15. **No Prior Assignments.** The Parties and their counsel represent, covenant, and
18 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
19 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
20 demand, action, cause of action or right herein released and discharged.

21 16. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not
22 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any
23 other reason, then this Settlement Agreement, and any documents generated to bring it into effect,
24 will be null and void, and the Parties will be returned to their original respective positions.

25 17. **Continued Jurisdiction.** After entry of the Court Approval Order and Judgment,
26 the Court will have continuing jurisdiction under California Code of Civil Procedure § 664.6
27 including for purposes of addressing: (i) the interpretation and enforcement of the terms of the
28

1 Settlement, (ii) settlement administration matters, and (iii) such post-Court Approval matters as
2 may be appropriate under court rules or as set forth in this Settlement.

3 18. **Entire Agreement.** This Settlement Agreement constitutes the entirety of the
4 Parties' settlement terms regarding the Action. No other prior or contemporaneous written or oral
5 agreements may be deemed binding on the Parties.

6 19. **Amendment or Modification.** This Settlement Agreement may be amended or
7 modified only by a written instrument, signed by either all the Parties or their successors-in-
8 interest or counsel for all Parties.

9 20. **Authorization to Enter Into Settlement Agreement.** Counsel for all Parties
10 warrant and represent they are expressly authorized by the Parties whom they represent to
11 negotiate this Settlement Agreement and to take all appropriate action required or permitted to
12 be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to
13 execute any other documents required to effectuate the terms of this Settlement Agreement. The
14 Parties and their counsel will cooperate with each other and use their best efforts to effect the
15 implementation of the Settlement. If the Parties are unable to reach agreement on the form or
16 content of any document needed to implement the Settlement, or on any supplemental provisions
17 that may become necessary to effectuate the terms of this Settlement, the Parties may seek the
18 assistance of the Court to resolve such disagreement.

19 21. **Binding on Successors and Assigns.** This Settlement Agreement will be binding
20 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
21 defined.

22 22. **California Law Governs.** All terms of this Settlement Agreement and Exhibit(s)
23 hereto will be governed by and interpreted according to the laws of the State of California.

24 23. **Execution and Counterparts.** This Settlement Agreement is subject only to the
25 execution of all Parties. However, the Settlement Agreement may be executed in one or more
26 counterparts. All executed counterparts and each of them, including facsimile and scanned copies
27 of the signature page, will be deemed to be one and the same instrument.
28

1 24. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties
2 believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action
3 and have arrived at this Settlement after arm's-length negotiations by experienced counsel before
4 Glenn E. Lerman, an experienced and well-respected mediator who focuses on mediation of
5 employment matters involving alleged wage and hour violations. The Parties further
6 acknowledge that they are each represented by competent counsel and that they have had an
7 opportunity to consult with their counsel regarding the fairness and reasonableness of this
8 Settlement.

9 25. **Denial of Liability.** The Parties expressly recognize that the making of this
10 Settlement Agreement does not in any way constitute an admission or concession of wrongdoing
11 on the part of Defendant, the Released Parties, or Plaintiff. Nothing in this Settlement, nor any
12 action taken in implementation thereof, nor any statements, discussions or communications, nor
13 any materials prepared, exchanged, issued or used during the course of this Action, is intended
14 by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible
15 in any way in any other judicial, arbitral, administrative, investigative or other forum or
16 proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance,
17 regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding
18 the foregoing, this Settlement Agreement may be used in any proceeding in the Court that has as
19 its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or
20 judgments of the Court entered into in connection therewith.

21 26. **Invalidity of Any Provision.** Before declaring any provision of this Settlement
22 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
23 extent possible consistent with applicable precedents so as to define all provisions of this
24 Settlement Agreement valid and enforceable. If any provision of this Settlement Agreement or
25 the application thereof is held invalid, the invalidity shall not affect other provisions or
26 applications of this Settlement Agreement which can be given effect without the invalid
27 provisions or application and, to this end, the provisions of this Settlement Agreement are
28 declared to be severable. Notwithstanding the foregoing, no portion of any release contained
herein may be deemed severed or deleted from this Agreement, except upon waiver in writing
by the applicable party.

1 27. **Captions.** The captions and section numbers in this Settlement Agreement are
2 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope
3 or intent of the provisions of this Settlement Agreement.

4 28. **Waiver.** No waiver of any condition or covenant contained in this Settlement
5 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
6 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
7 right or remedy.

8 29. **Enforcement Action.** In the event that one or more of the Parties institutes any
9 legal action or other proceeding against any other Party or Parties to enforce the provisions of
10 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
11 or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
12 fees and costs, including expert witness fees incurred in connection with any enforcement
13 actions.

14 30. **Mutual Preparation.** The Parties have had a full opportunity to negotiate the
15 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will
16 not be construed more strictly against one party than another merely by virtue of the fact that it
17 may have been prepared by counsel for one of the Parties, it being recognized that, because of
18 the arms-length negotiations between the Parties, all Parties have contributed to the preparation
19 of this Settlement Agreement.

20 31. **Representation By Counsel.** The Parties acknowledge that they have been
21 represented by counsel throughout all negotiations that preceded the execution of this Settlement
22 Agreement, and that this Settlement Agreement has been executed with the consent and advice
23 of counsel, and reviewed in full.

24 32. **Cooperation and Execution of Necessary Documents.** All Parties will
25 cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate
26 the terms of this Settlement Agreement.

27 33. **Binding Agreement.** The Parties warrant that they understand and have full
28 authority to enter into this Settlement, and further intend that this Settlement Agreement will be

1 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
2 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
3 provisions that otherwise might apply under federal or state law.

4 34. **Confidentiality.** The Parties and their counsel agree that they will not issue any
5 press releases, initiate any contact with the press, respond to any press inquiry or have any
6 communication with the press about the fact, amount or terms of the Settlement. PAGA Counsel
7 may respond to press inquiries by stating the matter has been resolved and refer the press to court
8 filings. In addition, PAGA Counsel agree that they will not engage in any advertising or distribute
9 any marketing materials specifying any material terms specifically relating to the Settlement of
10 this case, including but not limited to any postings on any websites maintained by PAGA
11 Counsel. Any communication about the Settlement to PAGA Members will be limited to a
12 statement that a settlement has been reached and the details will be communicated in the
13 forthcoming Notice Letter in the form attached hereto as Exhibit A. Plaintiff is prohibited from
14 discussing the terms or the fact of this PAGA Settlement with third parties other than (1) her
15 immediate family members, and (2) her respective accountants or lawyers as necessary for tax
16 purposes. Nothing herein shall restrict PAGA Counsel from including publicly available
17 information regarding this Settlement in future judicial submissions regarding PAGA Counsel's
18 qualifications and experience.

19 Dated: 04 / 28 / 2022


Theresea Rives, Plaintiff

20 Dated: _____

Staci Le Trang
General Counsel
Defendant CF San Rafael, LLC

24 **APPROVED AS TO FORM**

THE SPIVAK LAW FIRM

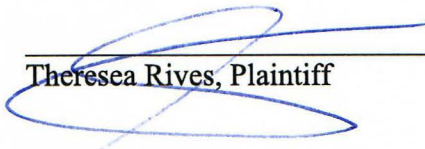
26 Dated: _____

David Spivak for Plaintiff Theresea Rives

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3 provisions that otherwise might apply under federal or state law.

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10 this case, including but not limited to any postings on any websites maintained by PAGA
11 Counsel. Any communication about the Settlement to PAGA Members will be limited to a
12 statement that a settlement has been reached and the details will be communicated in the
13 forthcoming Notice Letter in the form attached hereto as Exhibit A. Plaintiff is prohibited from
14 discussing the terms or the fact of this PAGA Settlement with third parties other than (1) her
15 immediate family members, and (2) her respective accountants or lawyers as necessary for tax
16 purposes. Nothing herein shall restrict PAGA Counsel from including publicly available
17 information regarding this Settlement in future judicial submissions regarding PAGA Counsel's
18 qualifications and experience.

19 Dated: _____


Theresea Rives, Plaintiff

20 Dated: 5/5/22

Staci Le Trang
General Counsel
Defendant CF San Rafael, LLC

24 **APPROVED AS TO FORM**

THE SPIVAK LAW FIRM

26 Dated: _____

David Spivak for Plaintiff Theresea Rives

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3 provisions that otherwise might apply under federal or state law.

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15 immediate family members, and (2) her respective accountants or lawyers as necessary for tax
16 purposes. Nothing herein shall restrict PAGA Counsel from including publicly available
17 information regarding this Settlement in future judicial submissions regarding PAGA Counsel's
18 qualifications and experience.

19 Dated: 04 / 28 / 2022



Theresea Rives, Plaintiff

20 Dated: _____

21 Staci Le Trang
22 General Counsel
23 Defendant CF San Rafael, LLC

24 **APPROVED AS TO FORM**

25 THE SPIVAK LAW FIRM

26 Dated: 05 / 04 / 2022



27 David Spivak for Plaintiff Theresea Rives
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UNITED EMPLOYEES LAW GROUP



Walter Haines for Plaintiff Theresa Rives

Dated: April 28, 2022

LEVINSON ARSHONSKY & KURTZ, LLP

James Cooper for Defendant
CF San Rafael, LLC

Dated: _____

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Dated: April 28, 2022

UNITED EMPLOYEES LAW GROUP



Walter Haines for Plaintiff Theresa Rives

Dated: May 11, 2022

LEVINSON ARSHONSKY & KURTZ, LLP

DocuSigned by:



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James Cooper for Defendant
CF San Rafael, LLC

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EXHIBIT A

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1 By Order dated <<court approval order date>>, the Superior Court of the State of
2 California, Marin County approved the Settlement of the PAGA claims.

3 According to the Defendant's records, you are an PAGA Member and therefore entitled
4 to a share of the settlement based upon the Court approved allocation. Enclosed with this Notice
5 is your check for your share. The settlement check shall remain valid for 180 days. Thereafter,
6 all uncashed checks shall be distributed to California State Controller's Office Unclaimed
Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA
Member.

7 Please Note: One hundred percent (100%) of your individual PAGA payment under this
8 Settlement will be considered penalties and may be subject to local, state, or federal tax
9 withholdings and will be reported to the IRS and state tax authorities. You should rely on your
10 own tax advisors as to the tax consequences of your individual PAGA payment. Neither Plaintiff
11 nor Defendant have made any representations or warranties regarding the taxation of your
individual PAGA payment. Nothing within this notice or any other communication shall
constitute or be construed or relied upon as tax advice within the meaning of United States
Treasury Department Circular 230 (31 C.F.R. Part 10, as amended). Enclosed are the appropriate
tax forms pertaining to your payment.

12 Do not call or write the Court or Office of the Clerk to ask questions about the settlement
13 or to ask questions about the claims process. If you have any questions, you may call or write to
14 CPT Group, Inc. (the Settlement Administrator) using the contact information at the top of this
correspondence.