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12 Attorneys for Plaintiff,
13 THERESEA RIVES

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF MARIN**
16 **(UNLIMITED JURISDICTION)**

17 THERESEA RIVES, as an “aggrieved
18 employee” on behalf of other “aggrieved
19 employees” under the Labor Code Private
Attorneys General Act of 2004,

20 *Plaintiff,*

21 vs.

22 CF SAN RAFAEL, LLC , a California
23 limited liability company; CAMBRIDGE
24 HEALTHCARE SERVICES, LLC, a
California limited liability company; and
25 DOES 1–50, inclusive,

26 *Defendant(s).*

Case no.: CIV2100671

**NOTICE OF PLAINTIFF’S MOTION AND
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Action filed: 2/18/2021

Hearing Date:

Hearing Time: 1:30 p.m.

Department: Courtroom B, Hon. James Chou

Submitted Herewith Under Separate Cover

1. Memorandum of Points and Authorities;
2. Declaration of David Spivak;
3. Declaration of Walter Haines; and
4. [Proposed] Order and Judgment Approving PAGA Settlement.



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1 TO ALL PARTIES, THE CALIFORNIA LABOR AND WORKFORCE DEVELOPMENT
2 AGENCY, AND THEIR ATTORNEYS OF RECORD:

3 PLEASE TAKE NOTICE that on_____, at 1:30 p.m, or as soon thereafter as the matter
4 may be heard, in Courtroom B of the Marin County Superior Court, Plaintiff THERESEA RIVES
5 (“Plaintiff” or “Rives”) will and hereby does move this Court for an order approving the PAGA
6 Settlement Agreement (the “Agreement” or “PAGA Settlement” or “Settlement”) and entering
7 the [Proposed] Order and Judgment Approving PAGA Settlement.

8 The PAGA Settlement is on behalf of Rives and all PAGA Members. The PAGA
9 Members are all current and former non-exempt, hourly California employees Defendant
10 employed any time during at any time between December 8, 2019 through April 1, 2022, for all
11 periods of time during the PAGA Period in which they were employed as a non-exempt employee.
12 The PAGA Period is December 8, 2019 through the date the Court grants approval of the
13 Agreement and dismisses the Action with prejudice. Plaintiff alleges that Defendant is liable to
14 him and the other PAGA Members for (1) failure to pay all wages earned for all hours worked at
15 the correct rates of pay, (2) failure to provide all rest breaks and meal periods or pay premium
16 wages for workdays with one or more unprovided meal and/or rest break, (3) failure to reimburse
17 necessary business expenses, (4) failure to provide accurate written wage statements, and (5)
18 failure to timely pay wages during employment and upon termination.

19 The Motion is based on this Notice of Motion and Motion, the attached Memorandum of
20 Points and Authorities, the declarations of David Spivak and Walter Haines, the PAGA
21 Settlement, all papers and pleadings on file with the Court in this action, all matters judicially
22 noticeable, and on such oral and documentary evidence as may be presented in connection with
23 the hearing on the Motion.

24 Respectfully submitted,

25 THE SPIVAK LAW FIRM

26 Dated: May 12, 2022

27 By: David Spivak
28 DAVID SPIVAK,
MAYA CHEAITANI,
Attorneys for Plaintiff, THERESEA RIVES

