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THERESEA RIVES
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF MARIN**
(UNLIMITED JURISDICTION)

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

20 *Plaintiff,*

21 vs.

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

26 *Defendant(s).*

Case No.: CIV2100671

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Action filed: 2/18/2021

Hearing Date:

Hearing 1:30 p.m.

Time:

Department: Courtroom B, Hon. James Chou



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1 Having considered the parties' PAGA Settlement Agreement (the "PAGA Settlement")
2 and Plaintiff Theresea Rives' Motion for Approval of PAGA Settlement, IT IS HEREBY
3 ORDERED THAT:

4 1. To the extent required by Labor Code § 2699(l), the PAGA Settlement and its
5 terms represent a reasonable and adequate settlement of highly disputed claims to Plaintiff, the
6 "PAGA Members" (as the term is defined in the PAGA Settlement), the State of California,
7 Plaintiff's counsel, and Defendant CF SAN RAFAEL, LLC, and is approved.

8 2. The allocation of the settlement funds among the Plaintiff, the PAGA Members,
9 the State of California, and Plaintiff's counsel is fair, just, reasonable, adequate, and equitable to
10 all concerned, and is approved to the extent required under Labor Code § 2699(l).

11 3. The settlement is approved on the terms stated in the PAGA Settlement.

12 4. Judgment in this matter is entered in accordance with, and incorporates by
13 reference, the terms and conditions of the PAGA Settlement. Instead of filing a request for
14 dismissal to terminate this action, this judgment will terminate the action.

15 5. The PAGA Settlement is not an admission of liability, wrongdoing, or damages
16 by Defendant or the "Released Parties" (as the term is defined in the PAGA Settlement), nor is
17 this judgment a finding of the validity of any allegations in the operative complaint as to
18 Defendant or the Released Parties. Neither this judgment, the PAGA Settlement, nor any
19 document referred to therein, nor any action taken to carry out the PAGA Settlement, may be
20 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
21 liability whatsoever by or against Defendant or the Released Parties.

22 6. The PAGA Settlement shall be binding on Plaintiff, all PAGA Members, and the
23 State of California, who are hereby barred from re-litigating any of the claims released by the
24 PAGA Settlement.

25 7. Pursuant to Code of Civil Procedure section 664.6 the Court shall retain exclusive
26 and continuing jurisdiction over the above-captioned action and the parties for purposes of
27 enforcing the terms of the PAGA Settlement.

28 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

DATED: _____

HON. JAMES CHOU
JUDGE OF THE SUPERIOR COURT



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