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of the general public as private attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

NANCY MARES, individually, and on behalf)
of all other aggrieved employees,)

Plaintiff,)

vs.)

COMMUNITY INTEGRATED WORK)
PROGRAM, INC., a California corporation)
and DOES 1-20, inclusive,)

Defendants,)

Case No.: RG21111310

**SUPPLEMENTAL DECLARATION OF
DANIEL J. BASS IN SUPPORT OF
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: October 6, 2022
Time: 3:00 p.m.
Dept: 24

Reservation ID: 673229811896

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SUPPLEMENTAL DECLARATION OF DANIEL J. BASS

I, Daniel J. Bass, declare:

1. I am an attorney licensed and admitted to practice before all courts of the State of California. I am an attorney for the law firm of Makarem & Associates APLC, the counsel of record for Plaintiff in this case. I make this supplemental declaration in support of Plaintiff's Motion For Approval of PAGA Settlement. I have personal knowledge of the facts herein, and if called as a witness I could and would competently testify to them under oath.

2. Plaintiff NANCY MARES ("Plaintiff") and Defendant COMMUNITY INTEGRATED WORK PROGRAM, INC. ("Defendant") (hereinafter collectively referred to as the "Parties") pursuant to Labor Code section 2699(l), reached a negotiated settlement of Plaintiff's claims under the Labor Code Private Attorneys General Act ("PAGA") as detailed in the Parties' Private Attorneys General Act Settlement Agreement. Following the Court's July 21, 2022 hearing and resulting order continuing the hearing to October 6, 2022 Parties negotiated an Amended Private Attorneys General Act Settlement Agreement ("Agreement" or "Settlement" herein) a true and correct copy of which is attached hereto as "Exhibit 1.

3. On August 30, 2021, Plaintiff filed this Action against Defendant alleging various violations of the California Labor Code, and seeking civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004. The thrust of the PAGA claim was for the penalties resulting from denied meal breaks and rest breaks; failure to provide accurate wage statements; and Labor Code section 203 waiting time penalties on behalf of aggrieved employees of the Defendant in California during the relevant penalty period.

4. I provided the LWDA a file stamped copy of the Complaint within 10 days of its filing and I am providing the LWDA relevant portions of Settlement Agreement pursuant to Labor Code § 2699(l)(1) and (2) by concurrently submitting a copy of the Settlement and this filing to the LWDA through its online portal.

1 5. The LWDA had opportunity to investigate and obtain civil penalties by citation
2 after Plaintiff submitted her PAGA notice to the LWDA. All that is required now regarding
3 LWDA involvement is for the requisite documentation to be submitted to the LWDA pursuant to
4 Labor Code § 2699(1)(2). That has been done. A true and correct copy of the LWDA's
5 confirmation email, receiving the amended settlement agreement with this supplemental briefing,
6 is attached hereto as "Exhibit 2."

7
8 6. My office conducted a thorough investigation into the facts of the Action,
9 including by reviewing Defendant's production of responsive documents and information
10 requested for mediation. Altogether, Defendant produced over a thousand pages of documents
11 and information related to the PAGA claim. My office personally and through use of an expert
12 analyzed this data, including substantial time and payroll records, as well as wage statements in
13 order to evaluate the potential damages so that the Parties' respective counsel could engage in
14 meaningful settlement discussions. My office conducted an extensive investigation of the facts
15 and claims giving rise to the action, including: (1) reviewing and analyzing time and payroll
16 records and Defendants' written policies and procedures; (2) researching the applicable law and
17 evaluating potential defenses; (3) evaluating the damages based on countervailing interpretations
18 of California law; (4) interviewing aggrieved employees; and, (5) reviewing other documentation
19 provided in litigation, including information relating to Defendants' operations.

20
21 7. My office closely reviewed the documents and data provided by Defendant to
22 determine the amount of potential PAGA penalties and other remedies potentially available to
23 Plaintiff and the aggrieved individuals based on the claims alleged in the Action. Notably, many
24 of Defendants' wage statements failed to include the applicable dates on the issued wage
25 statements. Moreover, Defendants maintained written policies which directed employees to
26 constantly supervise their clients during their work day, effectively make all breaks "on-duty" and
27 therefore potentially violative.

1 8. As a result of this investigation and Defendant's confirmation, Plaintiff learned
2 that there are a maximum of 446 "PAGA Settlement Group Members", including Plaintiff,
3 throughout the State of California for the period between June 30, 2020 and May 31, 2022 (the
4 "Covered period"). To allow this Court to make an informed assessment pursuant to *Kullar v.*
5 *Foot Locker Retail, Inc.* (2008) 18 Cal.App.4th 116, Plaintiffs' Counsel provides the following
6 assessment of the case and settlement. Plaintiff's Counsel believes the settlement is a very good
7 one for the aggrieved employees. As explained further below, Plaintiff estimated Defendants'
8 total exposure to be approximately \$5,767,920. As such, the settlement represents approximately
9 7.37 % of Defendants' exposure in Plaintiff's calculations.

11 9. At mediation, my office and a retained expert reviewed time, payroll, wage
12 statements and related information for 379 employees and extrapolated damages for 412 as of the
13 February 2022 mediation date. The additional 34 employees included in the Covered Period is not
14 unreasonable given the covered period extends to May 31, 2022.

15 10. Counsel's prior statements that "Defendant represented that due to the pandemic
16 and the Shelter-in-Place Order, Defendant laid off well over a hundred employees during the
17 Covered Period so approximately one-third of the Defendant's employees were not aggrieved
18 individuals during this time" went to violations, as further discussed below, not the overall
19 number of employees as appeared to be the Court's concern.

20 11. From the time records, payroll records, and aggrieved employee information
21 analyzed by my office and our retained expert an estimated 9,811 person-pay periods were
22 calculated. Below, I further detail the issues that necessitated deductions from the maximum
23 potential value of this case to arrive at the reasonable Gross Settlement derived in this action for
24 446 employees.

25
26 **A. Meal Periods and Rest Periods:**

12. As noted above, Defendants' written break policies during the release period had problematic language that would have caused employees to not be relieved of all work. As such, my office was confident in these claims and estimated Defendants' liability at the maximum penalty of one meal and one rest break penalty per pay period for each employee. With employees working approximately 9,811 person-pay periods at an initial violation of \$100 for each of the 446 employees and \$200 for each of the remaining 9,365 pay periods we estimated that Defendants' exposure could be as high as \$1,917,600 for meal breaks and \$1,917,600 for rest breaks, or \$3,835,200. However, Plaintiff recognized that this was a maximum amount and though based on a common policy would be harder to prove at the time of trial. Moreover, Defendants ceased their in-person client meetings during the March 2020 - August 2021 portion of the pandemic,¹ which was confirmed by Plaintiff, greatly reducing the application of the violating policies (applicable during in-person supervision of clients). As such, Plaintiff reasonably discounted these potential damages in order to reach a settlement that was reasonable in light of the realities of the case and recognizing the benefit of an assured outcome through settlement.

B. Wage Statement Penalties

13. Also as mentioned above, Plaintiff's wage statements did not include the covered dates when issued to her. As such, my office calculated potential penalties pursuant to Labor Code section 226 to be as much as \$958,800 (9,811 person-pay periods at an initial violation of \$50 for each of the 446 employees and \$100 for each of the remaining 9,365 pay periods in subsequent violations). However, following mediation Defendants provided wage statements showing that the missing covered dates did not apply uniformly across aggrieved employees or during each pay period where wage statements were issued. Moreover, Defendants provided evidence in the form of additional wage statements that the issue was resolved as of July 2021,

¹ Defendants also reduced their workforce given their reduction in services, further reducing the application of the break policies during a substantial period of the released period.

1 cutting off the potential violations. My office also considered that Defendants would argue that
2 Plaintiff could not show that employees suffered an “injury” as a result of wage statement
3 violations, as required by Cal. Lab. Code § 226. Finally, Plaintiff would not recover any penalties
4 resulting from derivative claims if they failed to prove the underlying claims.
5

6 **C. Waiting Time Penalties**

7 14. Finally, our analysis showed approximately 200 employees who quit or were
8 terminated during the covered period. At a calculated average hourly rate of \$20.29 per hour and
9 8 hours of work per day for the statutory waiting period of 30 days, these 200 employees would
10 have been due approximately \$973,920.00 in waiting time penalties pursuant to Cal. Lab. Code §
11 203. However, we also considered that Defendants would argue that Plaintiff could not prove the
12 “willful” prong needed to obtain waiting time penalties under Cal. Lab. Code § 203. Further,
13 Plaintiff arguably could not recover any waiting time penalties for meal and rest claims or any
14 penalties resulting from derivative claims if they failed to prove the underlying claims. As such,
15 we reasonably discounted these potential damages in order to reach a settlement that was
16 reasonable in light of the realities of the case and recognizing the benefit of an assured outcome
17 through settlement.

18 15. This settlement is fair and reasonable considering the probability of recovery in
19 this matter and the role of judicial discretion in right-sizing any penalty amount. Defendant
20 provided substantial evidence that an award of penalties would be unjust, arbitrary and oppressive
21 or confiscatory and any potential violations were immediately corrected upon receiving Plaintiff’s
22 PAGA notice.
23

24 **Revised Notice**

25 16. Based on the court’s recommendations the Parties have revised the proposed
26 notice. See Exhibit 1 at Exhibit A. Following the Court’s advice, the Parties reviewed and revised
27 the Notice and believe that it gives sufficient information to the aggrieved employees to inform
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1 them as to why they are receiving the notice and facilitate resolution of any questions they may
2 still have thereafter. For instance, aggrieved employees cannot opt out of the settlement or contest
3 the number of workweeks listed for them in the notice, but are provided their workweeks to
4 provide information as to how their portion of the settlement was calculated, particularly if they
5 communicate with other recipients of a settlement check. Moreover, checks will be mailed with
6 the notice, so Parties agreed to add the language proposed by the Court to state “You are
7 receiving this Notice and enclosed check because you are in the group of employees...” See
8 Exhibit 1 at Exhibit A. Finally, while my office does not represent individual Settlement Group
9 Members, my office’s contact information has been added to the notice and we will make
10 ourselves available to answer basic questions about the Settlement.
11

12 **Plaintiff’s Incentive Award and Broader Release**

13 17. Pursuant to the settlement agreement, the Parties agreed that the named Plaintiff—
14 who have also executed broad general individual release—may apply for an incentive award from
15 the Settlement fund of up to \$5,000.00. Plaintiff assisted in every way possible throughout the
16 case, including in the pre-filing investigation and analysis; providing key insights into the policies
17 and practices of Defendants; and assisting with settlement considerations. Plaintiff also placed
18 Plaintiff’s future employment prospects at risk by putting her name on a complaint filed against
19 an employer within the State of California, thus fully exposing herself via social media to the
20 audience of all prospective employers for years to come. The courage it took to do this should not
21 be underestimated. By suing Defendants, Plaintiffs increased their risk of retaliation by
22 prospective employers. Plaintiffs has now cost Defendants a substantial sum of money, and such
23 conduct will not be lost on a prospective employer who has to choose between an applicant who
24 has never sued a prior employer and one who has. This risk is particularly real in the Information
25 Age, where employers can, more easily than ever, perform background checks of prospective
26 employees with a few keystrokes.
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1 18. Most importantly for our purposes here Plaintiff has executed a general release of
2 claims, which is significantly broader than the release attributed through the settlement to
3 aggrieved employees of Defendants, which is limited to specified PAGA claims. This alone
4 should be sufficient for the requested enhancement award. The Court questioned “how much
5 additional time Plaintiff spent on this case, due to its representative nature, than she would have
6 spent if it were an individual case” however, Plaintiff’s release means that Plaintiff cannot bring
7 such a claim, including the underlying wage claims that form the basis of this PAGA action.
8 Based on my experience in wage and hour claims, while individual recoveries for such claims can
9 be quite small, a \$5,000 settlement for such individual claims would be far from excessive and
10 low in fact even for settlements of so called “nuisance” value.

12 **Litigation Costs and Fees**

13 In the Settlement, Defendant agreed, subject to Court approval, to pay Plaintiff’s Counsel
14 an award of reasonable attorneys’ fees in the amount of \$140,250 and \$20,000 in costs. To date,
15 my office has incurred \$8,307.76 in litigation costs. A true and correct copy of my office’s
16 invoice for this matter, detailing the costs and hourly fees, is attached hereto as “Exhibit 3”. I can
17 further clarify that my office is only seeking its costs to date. The \$20,000 set for in the
18 Agreement represents an up to amount that was set before costs were estimated. These costs and
19 expenses were necessary and were an important factor in bringing this matter to a successful
20 conclusion. All of the costs are typical for a PAGA action, including filing fees, postage (U.S.
21 Mail, FedEx, etc.), photocopies, attorney service charges and mediation fees, without which this
22 type of case cannot be pursued. All of these charges are the usual and reasonable types of
23 litigation expenses incurred in a case such as this one and my office not seek additional costs over
24 the \$8,307.76, despite the settlement agreement authorizing up to \$20,000 of such costs.

26 19. In this case, 33% of the Gross Settlement Fund in attorney’s fees is fair and
27 reasonable in light of the substantial time spent by Plaintiff’s Counsel litigating this case and the
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1 substantial benefit to be received by the state and the aggrieved employees. The award is
2 approved by the Plaintiff and Defendants and consistent with contingency fee awards in this
3 State's legal marketplace. Accordingly, the fee request here is warranted and should be granted.

4
5 20. The following is a partial list of actions in which Makarem & Associates has been
6 approved as class counsel by the Court or anticipates being so approved: *Fodera et al v. Equinox*
7 *Holdings, Inc.*, United States District Court for the Northern District of California, Case No. 3:19-
8 cv-05072-WHO; *Werner v. Crown Equipment Corp.*, Los Angeles Superior Court, Case No.
9 BC439428; *Castillo v. DHL Express (USA), Inc.*, Los Angeles Superior Court Case No.
10 BC409169; *Aglubat v. FormFactor, Inc.*, Alameda Superior Court Case No. RG13692639; *Lopez*
11 *v. ADIR International, LLC*, Los Angeles Superior Court Case No. BC436697; *Martinez v. G&M*
12 *Oil, Inc.*, Orange County Superior Court Case No. 30-2009-00238965; *Lopez-Gallardo v. L&R*
13 *Auto Parks, Inc.*, Los Angeles Superior Court Case No. BC394399; *Scanlan v. BLB Enterprises,*
14 *Inc.*, Orange County Superior Court Case No. 07CC00002; *Martinez v. Providian Holdings, Inc.*,
15 Los Angeles Superior Court Case NO. BC4612987; *DeLeon v. Westlake Services, LLC*, Los
16 Angeles Superior Court Case No. BC526750; *Reyes v. PQ Beverly Hills, Inc.*, Los Angeles
17 Superior Court Case No. BC500609; *Funez v. GMG Janitorial, Inc.* San Francisco Superior Court
18 Case No. CGC-13-532261; *Fematt v. Mission Linen Supply*, Santa Barbara Superior Court Case
19 No. 15CV03714; *Orozco v. California Terra Garden, Inc.*, San Mateo Superior Court Case No.
20 CIV531629; *Powell v. Badger Daylighting Corp.* No. Kern County Superior Court Case No.
21 BCV-15-101202; *Barrerra v. Hacienda on the Lake*, Orange County Superior Court Case No. 30-
22 2016-00839837-CU-OE-CXC; *Pantoja v. Autopia Car Wash*, Alameda County Superior Court
23 Case No. RG14713663; *Galvez v. Ray Tech*, Alameda County Superior Court Case No.
24 RG14737391; *Guzman v. Pick N Pull Auto Dismantlers*, Alameda County Superior Court Case
25 No. RG16816283.

26 21. My office's experience in the aforementioned cases is helpful in assessing the
27 reasonableness of settlements such as the one at issue here, and in determining local legal
28 marketplace's range of contingency fee awards. Indeed, in a multitude of my office's cases,

1 including many of the afore mentioned cases, fee awards similar to the request here have been
2 granted and our requested hourly rates approved.

3 22. My firm took this case on a contingent-fee basis against a business represented by
4 a reputable defense firm. Plaintiff signed a contingency-fee agreement stating that my office
5 could receive a fee of up to 40% of the overall recovery, though we are only requesting 33%.
6 When we take contingent cases, we must pay careful attention to the economics involved or one
7 bad case can destroy years of work. Accordingly, when we take contingency cases, we anticipate
8 that we shall, if successful, receive a fee that exceeds our normal hourly rate; otherwise, the risk
9 is often too great to bear. Even when we work long hours, the number of hours in a day is
10 limited. Because of this, when we take on one particular matter, we are unable to take on other
11 matters. When my office became involved in this case, we realized the time commitment that it
12 would entail and we were forced to turn down matters that we otherwise should have been able to
13 handle. In sum, this case claimed a significant portion of our time and attention throughout its
14 pendency and we humbly request the requested fees be granted in recognition of that.

15 23. My office will have collectively spent more than 173.1 hours on this matter, all of
16 which were reasonably necessary to litigate this case to its conclusion and submit the Parties
17 settlement to the Court for review. Multiplying the hours by their hourly rates, Plaintiff's
18 Counsel's incurred fees that exceed \$127,875 and my office anticipates spending additional time
19 working with the Settlement Administrator through the disbursement and accounting process.
20 Specifically, the time entries included in this calculation only run through September 16, 2022.
21 They therefore do not include additional time yet to be incurred for tasks that include, for
22 example, preparing for the hearing on this motion, any time which will be spent corresponding
23 with the settlement administrator and/or defense counsel and/or aggrieved employees after
24 approval (e.g., questions or disbursement issues), or the time that will be spent preparing any
25 subsequent reports with the Court. Based on my experience in such cases I can conservatively
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1 estimate that those various tasks will cause my office to incur at least another 15-20 hours of
2 work, if not more.

3 24. The billing records of Makarem & Associates attached hereto as Exhibit 3
4 demonstrate that five (5) attorneys worked on this action. The managing attorney Ronald
5 Makarem, with 25 years of extensive litigation experience including over 10 years of plaintiff
6 side class action work, is billed out at \$810 per hour. He worked approximately 21.5 hours on this
7 case. I, Daniel Bass, as the lead attorney on this case, with nearly 10 years of litigation
8 experience—almost all of which has dealt extensively with both national and state class actions—
9 worked 136.6 hours on this matter and am currently billed at \$750 per hour. Alex Hames,
10 Cameron Stewart and Marina Serrano also billed a limited number of hours on this case at the
11 rates listed in Exhibit 3. Counsels' hourly rates represent rates currently charged in connection
12 with complex litigation matters such as this PAGA action.
13

14 25. The requested fee is reasonable for the services provided to the aggrieved
15 employees and for the benefits to be provided to the state. Indeed, even with a modest multiplier
16 under the lodestar theory, *see Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976,
17 997, Counsel's fees would still be justified.

18 26. I obtained a bid for administration of the settlement funds in this matter from CPT
19 Group Class Action Administrators. The administration of this settlement will not exceed \$9,000
20 and is confirmed to cost \$7,250.

21 I declare under penalty of perjury of the laws of United States of America in the state of
22 California that the foregoing is true and correct. Executed on September 22, 2022 in Los Angeles,
23 California.

24
25 
26 Daniel J. Bass
27 Attorney for Plaintiff
28

EXHIBIT 1

AMENDED PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Amended Settlement Agreement under the California Labor Code Private Attorneys General Act ("PAGA") is made by and between Plaintiff Nancy Mares, on behalf of herself, other aggrieved employees, and the State of California, on the one hand, and Defendant Community Integrated Work Program, Inc., on the other hand (hereinafter collectively referred to as the "Parties"), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), and subject to the following terms and conditions.

I. DEFINITIONS

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

- A. "Action" means the civil action titled *Nancy Mares v. Community Integrated Work Program, Inc., et al.*, which was assigned case number RG21111310.
- B. "Agreement," "Settlement," or "Settlement Agreement" means this Settlement Agreement.
- C. "Complaint" means the Complaint filed by Plaintiff Nancy Mares on August 30, 2021 in the Action, and all amendments thereto, including the currently operative Complaint.
- D. "Court" means the Alameda County Superior Court of California.
- E. "Defendant" means Community Integrated Work Program, Inc.
- F. "Covered Period" means the period of time from June 23, 2020 through May 31, 2022.
- G. "Final" means that the Settlement has been fully finally approved by the Court and judgment entered with no challenges to said judgment; or, if there are any challenges to said judgment, either (1) the California Court of Appeal has rendered a final judgment affirming the Court's final approval and the date for further appeal has passed without further appeal; or (2) the applicable date for seeking appellate review of the Court's judgment approving of the Settlement has passed without a timely appeal or request for review having been made.
- H. "Defendant's Counsel" means the Law Office of C. Zane Becker, Esq.
- I. "Order" means the Order Granting Approval of Settlement. The parties will submit a proposed Order in the form evidenced by Exhibit A to this Agreement for consideration by the Court.
- J. "LWDA" means the California Labor and Workforce Development Agency.

- K. "LWDA Payment" means the portion of the payment from the Net 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 of the LWDA Payment and as Settlement Shares to the PAGA Settlement Group Members after deducting (1) the Settlement Administrator's fees and expenses (subject to Court approval); (2) the Plaintiff's Incentive Payment (subject to Court approval); and (3) Plaintiff's attorneys' fees and costs (subject to Court approval). The entire Net Settlement Amount will be distributed to the LWDA and PAGA Settlement Group Members in payment of PAGA penalties.
- M. "PAGA Settlement Group Members" means all persons employed by Defendant during the Covered Period in non-exempt positions.
- N. "Plaintiff" means Nancy Mares.
- O. "Plaintiff's Counsel" means the law firm of Makarem & Associates APLC.
- P. "Released Parties" means Community Integrated Work Program, Inc., and any present and former parent, subsidiaries and affiliated companies or entities, and their respective owners, officers, directors, employees, partners, shareholders, insurers and agents, and any other successors, assigns and legal representatives and related persons and entities. "Released Parties" expressly includes Defendant and its present and former parents, subsidiaries and affiliated companies or entities, and their respective owners, officers, directors, employees, partners, shareholders, insurers and agents, and any other successors, assigns and legal representatives and related persons and entities.
- Q. "Settlement Administrator" means CPT Group Class Action Administrators.
- R. "Settlement Share" means the portion of the Net Settlement Amount allocable to each PAGA Settlement Group Member as provided by this Agreement.
- S. "Total Settlement Amount" means the total amount to be paid by Defendant as provided by this Agreement.

II. FACTUAL BACKGROUND

- A. On August 30, 2021, Plaintiff Nancy Mares filed this Action against Defendant Community Integrated Work Program, Inc., alleging various violations of the California Labor Code and seeking civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (PAGA).

- B. This Agreement represents a compromise and settlement of highly disputed claims relating to the wage and hour claims at issue in the Action. Nothing in this Agreement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that Defendant has any liability to Plaintiff or the PAGA Settlement Group for those claims.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Stipulation for Settlement Only.** Consistent with this Agreement, Plaintiff will stipulate to the dismissal with prejudice of all released claims against the Released Parties alleged in the Complaint.
- B. **Representation Regarding PAGA Settlement Group Members.** Defendant represents that there are approximately 446 individuals that comprise the PAGA Settlement Group Members. This is a material representation and should the PAGA Settlement Group Members exceed 480 individuals, this Agreement shall be voidable at Plaintiff's option.
- C. **Total Settlement Amount.** Subject to the terms and conditions of this Agreement, the Total Settlement Amount is Four Hundred Twenty-Five Thousand Dollars and No Cents (\$425,000.00) inclusive of Plaintiff's Counsel's attorney's fees and costs. The Total Settlement Amount will cover (a) all Settlement Shares to PAGA Settlement Group Members pursuant to the Settlement (described in Section III.P-G); (b) the LWDA Payment set forth in Section III.I; (c) the Incentive Payment to Plaintiff set forth in Section III.E; (d) Plaintiffs attorneys' fees and costs; and (e) the Settlement Administrator's fees and expenses. Defendant shall pay no more than \$425,000.
- D. **Attorneys' Fees and Litigation Costs.** Plaintiff's Counsel will request, and Defendant will not oppose, attorneys' fees in an amount not to exceed 33% of the Gross Settlement in the amount of \$140,250 and actual litigation costs in an amount not to exceed \$20,000. Should the Court approve an award of attorney's fees of less than \$140,250 or costs in an amount of less than \$20,000, any amount remaining will be included in the Net Settlement Amount to be distributed to the LWDA and the PAGA Settlement Group Members.
- E. **Incentive Payment.** For her role as representative and in consideration for Plaintiff's release pursuant to Section 1542 of the California Civil Code in Section III(S)(2) of this agreement, Plaintiff's Counsel will request, and Defendant will not oppose, an incentive payment to Plaintiff from the Total Settlement Amount in an amount not to exceed Five Thousand Dollars and No Cents (\$5,000.00) in addition to Plaintiff's portion of the Net Settlement Amount. Should the Court approve an award of an Incentive Payment of less than Five Thousand Dollars and No Cents (\$5,000.00), any amount remaining will be included in the Net Settlement Amount to be distributed to the LWDA and the PAGA Settlement Group Members. Plaintiff will be issued an IRS Form 1099

and its state and local equivalents for any incentive payment amount received under the Settlement.

- F. **Net Settlement Amount.** The \$425,000.00 gross settlement fund that is created will be used to pay attorney fees (not to exceed \$140,250), litigation costs (not to exceed \$20,000), Plaintiffs incentive award (not to exceed \$5,000.00), and settlement administration costs (not to exceed \$9,000) to CPT Group Class Action Administrators.

The Net Settlement fund is thus estimated to be \$250,750. Seventy-five percent (75%) of the remaining Net Settlement Fund (i.e. \$180,062.50) will be distributed to the California Labor and Workforce Development Agency ("LWDA") and the remaining (25%) (i.e. approximately \$62,687.50) will be distributed to the employees pursuant to Section III.H. herein.

- G. **Settlement Shares.** Subject to the terms and conditions of this Agreement, each PAGA Settlement Group Member will be allocated a Settlement Share from 25% of the Net Settlement Amount; and 75% of the Net Settlement Amount shall be paid to the LWDA, as described below in Section III.I. The Settlement Share is intended to settle claims for civil penalties. Accordingly, the payments to PAGA Settlement Group Members will not be reduced by payroll tax withholding and deductions; instead, the Settlement Administrator will issue to the PAGA Settlement Group Member an IRS Form 1099 and its state and local equivalents with respect to the payment.

- H. **Distribution of Settlement Shares to PAGA Settlement Group Members.** After deducting for the amounts for the LWDA Payment, the remainder of the Net Settlement Amount will be paid as Settlement Shares to each PAGA Settlement Group Member. The portion of the Net Settlement Amount available for distribution to PAGA Settlement Group Members (25% of the Net Settlement Amount) will be divided among all PAGA Settlement Group Members based on the number of pay periods worked during the Covered Period. The Settlement Administrator will be provided specific pay period information by Defendant for all PAGA Settlement Group Members. The Settlement Administrator will then calculate the total number of pay periods worked by all PAGA Settlement Group Members during the Covered Period to get the "Total Pay Periods." The Settlement Administrator will then divide the 25% of the Net Settlement Amount to be paid to the PAGA Settlement Group Members by the Total Pay Periods during the Covered Period. This will yield the amount to be paid to each PAGA Settlement Group Member for each pay period, or the "Settlement Amount Per Pay Period." Each PAGA Settlement Group Member's share of the settlement will then be calculated by multiplying the Settlement Amount Per Pay Period by the number of pay periods worked by that PAGA Settlement Group Member during the PAGA Period, based on Defendant's records. The PAGA Settlement Group Members will be paid Settlement Payments based on the number of pay periods they worked as calculated by the Settlement Administrator.

- I. **Payments to Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses as

approved by the Court but in any event an amount not to exceed Nine Thousand Dollars (\$9,000).

J. Payment to LWDA. The Settlement Administrator will pay 75% of the Net Settlement Amount to the LWDA as its share of the Settlement attributable to civil penalties under PAGA (the "LWDA Payment"). If the Court approves an LWDA Payment of less than 75%, the remainder will be retained in the Net Settlement Amount.

K. Appointment of Settlement Administrator. In connection with Plaintiff's Motion For Approval of Settlement to the Court for an Order Approving this Agreement ("Plaintiff's Motion For Approval of Settlement"), the Settlement Administrator will distribute Settlement Shares and other payments due under the Settlement; and otherwise administer the Settlement. In the event that the Settlement is not approved, Plaintiff and Defendant will pay an equal share of the Settlement Administrator's reasonable fees incurred as of that time. The Settlement Administrator, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. 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 Accurant 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's reasonable fees and expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Total Settlement Amount.

L. Procedure for Approving Settlement.

1. Motion for an Order Approving the Settlement.

- a. The Parties will cooperate in seeking approval of the Settlement, including by drafting and filing the Plaintiff's Motion For Approval of Settlement. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents reasonably necessary to be prepared or filed and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement. Plaintiff's Counsel shall draft the Plaintiff's Motion For Approval of Settlement and provide the draft to Defendant's Counsel for review at least three (3) business days prior to the filing date for the Plaintiff's Motion For Approval of Settlement. Plaintiff's Counsel shall submit the Settlement Agreement and motion papers to the LWDA no later than three (3) business days after the Settlement Agreement and motion papers are filed with the Court.
- b. At the hearing on the Plaintiff's Motion For Approval of Settlement. The Parties will jointly appear (if so ordered by the Court), support the granting of the motion, and submit an order granting the motion substantively in the form evidenced by Exhibit A to this Agreement.

- c. Plaintiff will file Plaintiff's Motion For Approval of Settlement. If the Court does not grant the motion for approval and issue an order approving the Settlement, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the claims encompassed by the Settlement can be obtained in a manner consistent with the Court's concerns.
 - d. If the Court does not grant approval of the Settlement, then the Settlement will become null and void. A modification of amounts payable in attorneys' fees or expenses shall not be deemed a material modification of the Settlement.
- M. **No Right to Opt Out.** The Parties agree there is no statutory right to provide aggrieved employees the option to opt out of the PAGA Settlement Group Member.
- N. **Notice and Payment of Settlement Shares to PAGA Settlement Group Members.** After the Court enters its order granting Plaintiff's Motion For Approval of Settlement, every PAGA Settlement Group Member will be provided with a notice explaining the Settlement (see Exhibit B; "Notice Packet") and payment of the PAGA Settlement Group Member's Settlement Share.
 - 1. Consistent with the timeframes set forth in Section III.P, the Settlement Administrator will send each PAGA Settlement Group Member the Notice Packet and payment of the PAGA Settlement Group Member's Settlement Share. The Settlement Administrator will mail the Notice Packets and Settlement Share payments 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.
 - 2. In the event of returned or non-deliverable Notice Packets and Settlement Share payments, the Settlement Administrator will make reasonable efforts to locate PAGA Settlement Group Members and re-send the Notice Packets and Settlement Share payments. The Settlement Administrator will promptly, and not later than 15 calendar days from receipt of the returned packet and payment, search for a more current address for the PAGA Settlement Group Member using Accurant and other reasonable and cost-effective skip trace methods, and re-mail the Notice Packet and Settlement Share payment to the PAGA Settlement Group Member. 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 Notice Packet or Settlement Share payment 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. If the Notice Packet and Settlement Share payment is re-mailed, the Settlement Administrator will note for its own records and notify Plaintiff's Counsel and Defendant's Counsel of the date of each such re-mailing as part of a weekly status report provided to the Parties.

- O. **Submission of Order.** Plaintiff shall submit a copy of the order providing for or denying an award of civil penalties within 10 calendar days after entry of the dismissal and/or Order, in compliance with Section 2699(1)(3) of the California Labor Code. If Plaintiff fails to satisfy this condition in strict compliance with Section 2699(1)(3) of the California Labor Code, the Settlement shall be voidable at Defendant's option.
- P. **Waiver of Right to Appeal.** Provided that the Court's approval of this Settlement is consistent with the material terms of this Agreement, Plaintiff, Defendant, and their respective counsel hereby waive any and all rights to appeal the approval of the Settlement, and the Order therefore will become non-appealable at the time it is entered.
- Q. **Timing of Settlement Payments and Receipt of Contact Information.** Within 3 (three) calendar days after the Court enters an Order of final approval of the Settlement, the Settlement Administrator will provide Defendant with wire transfer information. Within twenty (20) 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. Also, within twenty (20) calendar days after the Settlement Administrator provides Defendant with wire transfer information, Defendant will provide to the Settlement Administrator the names, last known addresses and telephone numbers, number of pay periods worked during the Covered Period, and Social Security numbers of all PAGA Settlement Group Members. This information will remain confidential and will not be disclosed to anyone, except in order to carry out the reasonable efforts described in Section III.M, or pursuant to Defendant's express written authorization or by order of the Court. The Settlement Administrator shall provide to Plaintiff's Counsel the total number of Settlement Group Members. The Settlement Shares, the LWDA Payment, Plaintiff's Counsel's attorney's fees and costs, and the Incentive Payment will be paid out of the Total Settlement Amount within five (5) calendar days after the Settlement becomes Final.
- R. **Uncashed Settlement Share Checks.** A PAGA Settlement Group Member must receive or cash his or her Settlement Share payment or check within 180 calendar days after it is mailed to him or her. 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 his or her correct address in accordance with the procedures set forth in Section III.M.2 above. If a PAGA Settlement Group Member cannot be located using the procedures set forth in Section III.M.2 above, or if a PAGA Settlement Group Member fails to cash the check for his or her Settlement Share within 180 days after it is mailed to him or her, the Settlement Administrator will distribute the funds represented by the uncashed check to the California State Controllers' Office Unclaimed Property Fund.

S. **Release and Waiver of Claims.**

1. **PAGA Settlement Group Members.** In consideration for the LWDA Payment and the PAGA Settlement Group Members awarded Settlement Shares, as of the date the Settlement becomes Final, the LWDA and PAGA Settlement Group Members release any and all claims under PAGA against the Released Parties that were alleged in the Complaint, or that could have been alleged based upon the facts alleged in the Complaint, including but not limited to alleged violations of California Labor Code Sections 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2698, 2699, 2802, 2802(a), and 2698 *et seq.*; Wage Order 4; and California Code of Regulations, Title 8, section 11000 *et seq.* (the "PAGA Settlement Group Members' Released Claims").
2. **PLAINTIFF's Individual Waiver of Rights under California Civil Code Section 1542.** Plaintiff's released claims, and only Plaintiff's, shall include all PAGA respective claims, whether known or unknown by the releasing party relating the allegations in the Complaint. Thus, even if Plaintiff discovers facts in addition to or different from those that she now knows or believes to be true with respect to the subject matter of the Complaint, those claims will remain released and forever barred. Therefore, with respect only to those respective released claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

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.

- T. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) beyond those provided by this Agreement to Plaintiff or the PAGA Settlement Group Members.
- U. **Confidentiality.** Plaintiff and her attorneys will not issue any public announcement, publication, press or other media releases or have any communication with the public, press or media or anyone other than family members, clients, those identifying themselves as PAGA Settlement Group Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. Information regarding the Settlement may be disclosed to the Court when requested, in response to information disclosed by Defendant, or in the furtherance of obtaining Court approval. Any action reasonably taken to obtain approval of the settlement, dismissal of the PAGA Claim, or enforcement of this agreement is a limited exception to obligations of Plaintiff and her counsel under this provision.

V. **Miscellaneous Terms.**

- I. **No Admission of Liability.**

- a. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims and a bona fide dispute of allegedly unpaid sums. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant. 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 the Settlement).
 - b. Whether or not the Order becomes Final, nothing in this Agreement, any document, statement, proceeding or conduct related to the Settlement, or any reports or accounting of those matters, will be construed as, offered or admitted in evidence as, received as, or deemed to be evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage.
 - c. Nothing herein shall prohibit or otherwise prevent Defendant from challenging and/or asserting defenses against any claim that the PAGA Settlement Group Members are entitled to multiple penalties under PAGA for alleged multiple violations of the California Labor Code (*i.e.*, stacking) relating to the remainder of the claims in Plaintiff's Complaint or for making any other argument in defense of this action.
 - d. 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.
3. **Attorney Authorization.** Plaintiff's Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, 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 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 mediator, and in all cases all such documents, supplemental provisions and assistance of the court will be consistent with 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 successors 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 affirm that they reached this Agreement through arms-length negotiations, taking into account all relevant factors, and after having conducted adequate discovery and investigation.
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:

Ronald W. Makarem, Esq.
Daniel J. Bass, Esq.
Makarem & Associates, APLC
11601 Wilshire Boulevard, Suite 2440
Los Angeles, California 90025

To Defendant:

C. Zane Becker, Esq.
Serianna Jenab, Esq.
Law Office of C. Zane Becker
45 N. First Street, Suite J
Campbell, CA 95008

11. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

DATE: 09 / 16 / 2022, 2022

Nancy V. Mares

Nancy Mares
Plaintiff

DATE: Sept. 19, 2022

[Signature]
Community Integrated Work Program, Inc.
Defendant

APPROVED AS TO FORM:

DATE: September 20, 2022

Daniel Bass
Daniel J. Bass on behalf of Ronald Makarem

Ronald Makarem
Counsel for Plaintiff

DATE: 9/19/22, ~~2022~~

[Signature]
C. Zane Becker
Counsel for Defendant

EXHIBIT A

MAKAREM & ASSOCIATES, APLC

Ronald W. Makarem, Esq. (SBN 180442)
Daniel J. Bass, Esq. (SBN 287466)
11601 Wilshire Boulevard, Suite 2440
Los Angeles, CA 90025-1760
Phone: (310) 312-0299; Fax (310) 312-0296

Attorneys for Plaintiff NANCY MARES on behalf of
the general public as private
attorney general

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

NANCY MARES, individually, and on behalf)
of all other aggrieved employees,)

Plaintiff,)

vs.)

COMMUNITY INTEGRATED WORK)
PROGRAM, INC., a California corporation)
and DOES 1-20, inclusive,)

Defendants,)

Case No.: RG21111310

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

Date: October 6, 2022
Time: 3:00 p.m.
Dept: 24

Reservation ID: 673229811896

[PROPOSED] ORDER

Plaintiff NANCY MARES (“Plaintiff”) Motion for Approval of PAGA Settlement (“Motion”) was heard by this Court on July 21, 2022 and on October 6, 2022 for additional briefing. Having reviewed the Motion, the Parties’ Amended Private Attorneys General Act Settlement Agreement (“Agreement” or “Settlement” herein) attached as Exhibit 1 to the Declaration of Daniel J. Bass, the papers, the arguments of counsel, and all other evidence and matters presented, and good cause appearing **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that the Plaintiff’s Motion is GRANTED, subject to the following findings and orders:

1. All terms used herein shall have the same meaning as defined in the Agreement.
2. The Court hereby approves the terms set forth in the Agreement for settlement of PAGA claims in accordance with Labor Code section 2699(1)(2), and finds that the Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the PAGA settlement according to the terms set forth in the Agreement.
3. The Agreement is not an admission by Defendants or by any of the Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or any other Released Parties. Neither this Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the Released Parties.
4. Pursuant to the Agreement, Defendant shall pay the Total Settlement Amount of \$425,000 to the Settlement Administrator, CPT Group Class Action Administrators, who the Court finds qualified to serve as administrator of the Settlement.
5. Pursuant to the Agreement, the Settlement Administrator shall issue to each of the Settlement Group Members the Notice Packet along with a check for their individual Settlement Shares for a total of **\$66,068.51** from the Total Settlement Amount.

1 6. Pursuant to the Agreement, the Settlement Administrator shall issue to the LWDA
2 the LWDA Payment in the amount of \$198,205.52 from the Total Settlement Amount.

3 7. Pursuant to the Agreement, the Settlement Administrator shall issue to the
4 Plaintiff her Incentive Payment in the amount of \$5,000 from the Total Settlement Amount,
5 which the Court finds fair and reasonable given the Plaintiff's service as representative and
6 release of all individual claims pursuant to section 1542 of the California Civil Code.

7 8. Pursuant to the Agreement, the Settlement Administrator shall pay to Plaintiff's
8 Counsel, Makarem & Associates APLC, attorneys' fees in the amount of \$140,250 and litigation
9 costs in the amount of \$8,225.97 for a total payment of \$148,475.97 from the Total Settlement
10 Amount, which the Court finds fair and reasonable.

11 9. Pursuant to the Agreement, the Settlement Administrator shall pay to itself \$7,250
12 from the Total Settlement Amount for administration of the settlement, which the Court finds
13 fair and reasonable.

14 10. The Court hereby orders that in consideration for the LWDA Payment and the
15 PAGA Settlement Group Members awarded Settlement Shares, as of the date the Settlement
16 becomes Final, the LWDA and PAGA Settlement Group Members release any and all known
17 and unknown claims under PAGA against the Released Parties that were alleged in the
18 Complaint, or that could have been alleged based upon the facts alleged in the Complaint,
19 including but not limited to alleged violations of California Labor Code Sections 201, 202, 203,
20 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197,
21 1197.1, 2698, 2699, 2802, 2802(a), and 2698 *et seq.*; Wage Order 4; and California Code of
22 Regulations, Title 8, section 11000 *et seq.* (the "PAGA Settlement Group Members' Released
23 Claims").

24 11. The Court further orders that Plaintiff's released claims shall include all PAGA
25 respective claims, whether known or unknown by the releasing party relating the allegations in
the Complaint. Thus, even if Plaintiff discovers facts in addition to or different from those that
she now knows or believes to be true with respect to the subject matter of the Complaint, those

1 claims will remain released and forever barred. Therefore, with respect only to those respective
2 released claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of
3 section 1542 of the California Civil Code.

4 12. This Order is entered pursuant to the Agreement and is intended to effectuate the
5 settlement more fully described in the Agreement.

6 13. The Court maintains jurisdiction to adjudicate and matters related to this Order,
7 Judgment, and the Agreement.

8 IT IS SO ORDERED.
9

10 DATED: _____

11 _____
12 JUDGE OF THE SUPERIOR COURT
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EXHIBIT B

Notice of PAGA Settlement and Release of Claims

Nancy Mares v. Community Integrated Work Program, Inc, et al., Case No. RG21111310

<<EmployeeName>>

<<Address1>> <<Address2>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - <<W9SSN>>

I. NOTICE OF PAGA SETTLEMENT

The Alameda County Superior Court (the “Court”) has approved a settlement in the above-captioned action filed by Nancy Mares (“Plaintiff”) on behalf of herself and all other aggrieved employees of Defendant COMMUNITY INTEGRATED WORK PROGRAM, INC. (“Defendant”) (hereinafter collectively referred to as the “Parties”).

In this lawsuit, Plaintiff alleged various violations of the California Labor Code, and sought civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (“PAGA”). The claims alleged included but were not limited to unpaid wages and overtime; denied meal breaks and rest breaks; failure to provide accurate wage statements; and Labor Code section 203 waiting time penalties on behalf of aggrieved employees of the Defendant in California during the relevant penalty period. Plaintiffs are solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other aggrieved employees under the PAGA.

The Court has not made a determination about Plaintiff’s allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claims.

Defendant maintains that it was in compliance with the California Labor Code at all times and enters into this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

You are receiving this Notice and enclosed check because you are in the group of employees referred to as “Aggrieved Employees,” which includes all persons employed by Defendant during the “Covered Period” (defined as June 23, 2020 through May 31, 2022) in non-exempt positions who are receiving a portion of the Court approved settlement.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee in the Covered Period divided by the total number of pay periods worked by all Aggrieved Employees in the Covered Period. Because you worked <<PayPeriods>> pay periods during the Covered Period and the total amount of pay periods worked by all Aggrieved Employees during the Covered Period is <<TotalPayPeriods>>, your individual Settlement Share is <<CheckAmount>>.

III. RELEASE

“Released Parties” means Community Integrated Work Program, Inc., and any present and former parent, subsidiaries and affiliated companies or entities, and their respective owners, officers, directors, employees, partners, shareholders, insurers and agents, and any other successors, assigns and legal representatives and related persons and entities. “Released Parties” expressly includes Defendant and its present and former parents, subsidiaries and affiliated companies or entities, and their respective owners, officers, directors, employees, partners, shareholders, insurers and agents, and any other successors, assigns and legal representatives and related persons and entities.

The Court has approved the parties’ Private Attorneys General Act Settlement Agreement (“Settlement”). In consideration for the LWDA Payment and the PAGA Settlement Group Members awarded Settlement Shares, as of the date the Settlement becomes Final, the LWDA and PAGA Settlement Group Members release any and all claims under PAGA against the Released Parties that were alleged in the Complaint, or that could have been alleged based upon the facts alleged in the Complaint, including but not limited to alleged violations of California Labor Code Sections 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 2698, 2699, 2802, 2802(a) and 2698 *et seq.*; Wage Order 4; and California Code of Regulations, Title 8, section 11000 *et seq.* (the “PAGA Settlement Group Members’ Released Claims”).

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, CPT Group, Inc. toll free at <<Number>> with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

You may also contact Counsel for Plaintiff with additional questions regarding the settlement, as follows:

Ronald W. Makarem, Esq.
 Daniel J. Bass, Esq.
 Makarem & Associates, APLC
 11601 Wilshire Boulevard, Suite 2440
 Los Angeles, California 90025
 T: 310.312.0299 - F: 310.312.0296
bass@law-rm.com
clerks@law-rm.com

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator will distribute the funds represented by the uncashed check to the California State Controllers' Office Unclaimed Property Fund. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

EXHIBIT 3

MAKAREM & ASSOCIATES

A Professional Law Corporation
11601 Wilshire Boulevard • Suite 2440 • Los Angeles, California 90025-1760
Telephone (310) 312-0299 • Fax (310) 312-0296
www.makaremlaw.com

Invoice Date 9/19/2022

Invoice # 15381

Invoice submitted to:

Nancy Valarie Mares
268 Silver Star Ct.
Merced, CA 95348

In Reference To: Community Integrated Works Program, Inc.

Matter No. 1841.001

Professional services rendered through September 19, 2022

Professional Services

			Hours	Amount
4/7/2021	AH	Call with Cameron Stewart, Marina Serrano; voicemail with witness; client texts.	0.90	405.00
	CS	Review list of cases filed against Defendant pulled from various court dockets regarding related cases.	0.10	75.00
	MS	Conference Call with Cameron Stewart and Alexis Hames regarding case and prepping 226 letter.	0.80	360.00
4/12/2021	MS	Draft Complaint.	3.00	1,350.00
4/30/2021	CS	Review arbitration agreement, client documents and research statute of limitations, alternate claims.	0.70	525.00
5/4/2021	AH	Client call, internal email.	0.60	270.00
6/16/2021	CS	Review and analysis of additional documents produced by client regarding overtime and meal breaks.	0.50	375.00
	CS	Review draft PAGA notice, interoffice emails and intake information; draft email regarding strengths of case.	0.50	375.00
	CS	Telephone conference with Marina Serrano about facts of case and calling client to obtain additional information.	0.60	450.00
	MS	Private Attorneys General Act (PAGA) notice and letter to Employer/ call with Cameron Stewart/ call with client.	4.00	1,800.00
6/17/2021	CS	Exchange additional emails regarding status of various claims.	0.30	225.00
6/18/2021	CS	Review and analyze Potential new client's paystubs, manual time sheets, etc. for Private Attorney General Act (PAGA) claim.	1.20	900.00
6/21/2021	CS	Draft email to Marina Serrano regarding finalizing Private Attorney General Act (PAGA) notice to Labor & Workforce Development Agency (LWDA) and Employer.	0.10	75.00
6/22/2021	MS	Submission of Private Attorney General Act notice/edits to notice.	1.00	450.00

In Reference Community Integrated Works Program, Inc.
To:

Professional services rendered through September 19, 2022

			Hours	Amount
7/15/2021	CS	Exchange multiple emails with Marina Serrano and Alexis Hames regarding interviewing witnesses for case.	0.20	150.00
7/19/2021	DB	Call with Cameron Stewart regarding case and assignments. Notes regarding the same and case list update.	0.40	300.00
8/5/2021	DB	Correspondence regarding case, case review and follow up regarding records.	0.40	300.00
8/23/2021	DB	Case review and correspondence, call with Marina Serrano.	0.40	300.00
8/24/2021	DB	Case review and correspondence, call with Marina Serrano and call with opposing counsel.	2.20	1,650.00
8/27/2021	DB	Review of case, calls with opposing counsel and Tony Baird, draft statement and research regarding case, correspondence and calls regarding complex designation.	2.80	2,100.00
8/30/2021	DB	Correspondence settlement communications regarding early mediation.	0.40	300.00
	DB	Correspondence and calls regarding complex designation and finalizing complaint for filing.	1.70	1,275.00
8/31/2021	DB	Status update and correspondence regarding filing of PAGA case, call with Marina Serrano and Ron Makarem.	0.20	150.00
9/1/2021	DB	Correspondence with office regarding filing and complex designation.	0.40	300.00
9/7/2021	DB	Correspondence with office regarding service and notice and acknowledgement review.	0.80	600.00
9/9/2021	DB	Correspondence with opposing counsel and regarding mediation.	0.40	300.00
9/13/2021	DB	Correspondence regarding mediation, researched mediators, review of upcoming dates and filing requirements.	1.00	750.00
9/14/2021	DB	Research and correspondence regarding judicial assignment.	0.60	450.00
9/17/2021	DB	Mediation discussion and case updates.	0.40	300.00
9/20/2021	DB	Case updates and calendaring correspondence.	0.50	375.00
9/22/2021	DB	Case updates and calendaring correspondence, correspondence with opposing counsel.	1.20	900.00
9/23/2021	DB	Case updates and notices, correspondence regarding the same.	0.80	600.00
9/28/2021	DB	Research and correspondence regarding judicial assignment ie 170.6 necessity.	0.40	300.00
9/29/2021	DB	Correspondence with opposing counsel, scheduling of upcoming events and calendar deadlines.	0.50	375.00
10/4/2021	MS	Conference call with opposing counsel.	0.50	225.00
	DB	Call and correspondence with opposing counsel regarding mediation and necessary data.	1.10	825.00
10/8/2021	DB	Case review, correspondence with opposing counsel, draft stipulations and follow ups.	2.40	1,800.00
10/11/2021	DB	Case review, correspondence regarding filing Proof of Service.	0.40	300.00
10/12/2021	DB	Case review, research and correspondence regarding filing Proof of Service.	0.50	375.00
10/18/2021	DB	Case review, research and correspondence regarding calendaring.	0.50	375.00
10/19/2021	DB	Case review, research and correspondence regarding informal document exchange and calendaring.	0.40	300.00
10/25/2021	DB	Case review, research and correspondence regarding mediation.	0.60	450.00
11/1/2021	DB	Correspondence regarding case and mediation.	0.30	225.00
11/11/2021	DB	Correspondence with opposing counsel, review of documents and deadlines.	0.50	375.00
11/15/2021	DB	Case review and call with opposing counsel.	0.50	375.00
11/23/2021	DB	Correspondence regarding mediation.	0.10	75.00
11/29/2021	DB	Review of documents from opposing counsel for mediation, correspondence with Bennett regarding random sampling.	3.80	2,850.00

In Reference Community Integrated Works Program, Inc.
To:

Professional services rendered through September 19, 2022

			<u>Hours</u>	<u>Amount</u>
11/30/2021	DB	Document review for mediation, correspondence with Bennett regarding random sampling, correspondence with Opposing counsel regarding data sampling.	1.80	1,350.00
12/23/2021	DB	Correspondence with opposing counsel, call with Ron Makarem and continuation/cancellation of mediation date.	0.50	375.00
12/27/2021	DB	Call and correspondence with opposing counsel regarding mediation and data production.	0.30	225.00
12/28/2021	DB	Draft Case Management Statement, case updates, jury fees and correspondence.	2.40	1,800.00
1/5/2022	DB	Correspondence regarding mediation, correspondence with opposing counsel regarding stipulation.	0.60	450.00
1/7/2022	DB	Review of case management orders.	0.40	300.00
1/10/2022	DB	Correspondence with opposing counsel regarding mediation and production, correspondence clerks regarding calendaring, review of the same.	0.40	300.00
1/17/2022	DB	Review of documents and data received for mediation.	2.50	1,875.00
1/18/2022	DB	Follow ups regarding data analysis for mediation.	2.30	1,725.00
1/19/2022	DB	Case updates, correspondence regarding mediation and call with mediator.	0.40	300.00
	DB	Call with Bennett Berger regarding analysis, correspondence and document review the same.	1.30	975.00
1/27/2022	DB	Mediation correspondence and case updates for the same.	0.40	300.00
2/1/2022	DB	Mediation data analysis and call with Bennett Berger.	1.60	1,200.00
2/2/2022	DB	Mediation brief, document review for exhibits, prepped exhibits and related correspondence.	5.40	4,050.00
2/3/2022	DB	Finalized and served mediation brief, exhibits and related correspondence.	4.80	3,600.00
2/8/2022	DB	Prepare for mediation call and call with mediator.	0.40	300.00
2/9/2022	RWM	Prepare for and attend mediation.	2.50	2,025.00
	DB	Calls with client regarding mediation, correspondence regarding brief and exhibit exchange, review of exhibits and brief.	1.80	1,350.00
2/10/2022	RWM	Prepare for and attend mediation.	4.50	3,645.00
	DB	Preparation for and appearance at mediation.	6.30	4,725.00
2/16/2022	RWM	Telephone conference with opposing counsel regarding settlement and claims. Review email from opposing counsel. Exchange of emails to and from Dan Bass. Telephone conference with Dan Bass. Review data and spreadsheet analysis.	2.00	1,620.00
	DB	Correspondence regarding settlement.	0.50	375.00
2/22/2022	RWM	Review email from opposing counsel. Review attached documents. Email to Dan Bass regarding documents and settlement. Email to opposing counsel.	1.20	972.00
	DB	Case review and correspondence regarding settlement.	1.50	1,125.00
2/24/2022	DB	Calls and correspondence regarding settlement and Defendant's answer, researched Case Management Conference requirements.	0.70	525.00
2/25/2022	DB	Call and correspondence regarding settlement and Defendant's answer.	0.40	300.00
2/28/2022	DB	Correspondence regarding settlement.	0.20	150.00
3/3/2022	RWM	Review Case Management Statement. Review file, damage report and emails to and from opposing counsel regarding settlement. Review emails to Dan Bass.	1.50	1,215.00
	DB	Meet and confer and Case Management Conference statement draft and correspondence.	1.80	1,350.00

In Reference Community Integrated Works Program, Inc.
To:

Professional services rendered through September 19, 2022

			Hours	Amount
3/4/2022	DB	Case updates and correspondence regarding settlement.	0.40	300.00
3/7/2022	DB	Correspondence regarding settlement.	0.30	225.00
3/8/2022	DB	Correspondence regarding settlement.	0.40	300.00
	RWM	Review emails to and from opposing counsel. Emails to and from Dan Bass regarding Settlement Communication.	1.00	810.00
3/11/2022	DB	Research and correspondence regarding settlement.	0.50	375.00
3/15/2022	DB	Research and correspondence regarding settlement.	0.40	300.00
3/16/2022	RWM	Review Answer and Case Management Conference Statement. Review emails to and from mediator and Dan Bass. Several telephone conference with mediator.	2.60	2,106.00
3/17/2022	RWM	Review emails to and from mediator. Review file. Review emails to and from Dan Bass regarding same.	1.00	810.00
3/18/2022	RWM	Review emails regarding settlement. Review file, briefs and dates.	1.20	972.00
3/21/2022	DB	Call with client regarding class members, research and correspondence regarding settlement.	0.90	675.00
3/22/2022	DB	Correspondence regarding settlement, review of answer and related documents.	0.30	225.00
3/23/2022	DB	Correspondence regarding settlement, attempts to contact mediator.	0.40	300.00
3/24/2022	DB	Correspondence regarding settlement, attempts to contact mediator.	0.30	225.00
3/29/2022	DB	Correspondence regarding settlement.	0.30	225.00
	RWM	Review emails regarding settlement terms, documents and drafting.	0.90	729.00
3/31/2022	DB	Reviewed and revised settlement agreement, correspondence regarding settlement and case administration.	0.90	675.00
4/8/2022	DB	Correspondence with opposing counsel and administrator, review of agreement and correspondence regarding the same.	1.60	1,200.00
4/11/2022	DB	Correspondence with opposing counsel regarding settlement.	0.10	75.00
	RWM	Review draft notice and settlement and emails regarding same.	0.80	648.00
4/12/2022	DB	Preparation for call and call with opposing counsel regarding settlement agreement.	0.40	300.00
4/14/2022	RWM	Review emails to and from opposing counsel regarding terms of settlement agreement.	0.20	162.00
	DB	Correspondence regarding settlement, researched court's prior holdings on PAGA settlements.	0.70	525.00
4/15/2022	RWM	Review emails regarding stipulation and settlement. Attorney conference with Dan Bass regarding same.	0.50	405.00
	DB	Researched court's prior holdings on PAGA settlements, finalized corrections to settlement agreement, correspondence with opposing counsel regarding the same.	1.40	1,050.00
4/27/2022	DB	Researched and started stipulation regarding PAGA settlement.	0.60	450.00
4/28/2022	DB	Stipulation regarding PAGA settlement, correspondence regarding the same.	3.80	2,850.00
5/2/2022	DB	Case updates, correspondence and draft joint statement.	1.10	825.00
5/3/2022	DB	Case updates, correspondence and directed filing of joint statement.	0.40	300.00
	RWM	Review stipulation and settlement agreement regarding paga claim. Review emails regarding same.	1.00	810.00
5/5/2022	RWM	Review revised stipulation and proposed order regarding paga settlement. Review email from opposing counsel regarding same.	0.60	486.00
5/11/2022	DB	Reviewed and revised settlement agreement, correspondence with opposing counsel regarding finalizing agreement and stipulation.	1.10	825.00
5/12/2022	DB	Correspondence regarding claims administration.	0.30	225.00

In Reference Community Integrated Works Program, Inc.
To:

Professional services rendered through September 19, 2022

			Hours	Amount
5/16/2022	DB	Correspondence with opposing counsel and staff regarding Case Management Conference and upcoming dates, Motion for approval research and draft, correspondence regarding stipulation and motion.	2.20	1,650.00
5/17/2022	DB	Correspondence regarding continuance and drafting motion for approval/related documents.	0.50	375.00
5/31/2022	DB	Correspondence with opposing counsel regarding finalizing settlement and approval motion, drafts of the same.	0.30	225.00
6/1/2022	DB	Finalized settlement and approval documents.	5.80	4,350.00
6/2/2022	DB	Drafted supportive documents for approval paperwork, correspondence regarding the same, call with client.	3.10	2,325.00
6/3/2022	DB	Correspondence with opposing counsel, review of revisions to motion from opposing counsel and supportive declaration	1.10	825.00
6/6/2022	DB	Call with client, draft client declaration, reservation of hearing date, correspondence with opposing counsel.	1.50	1,125.00
6/7/2022	DB	Correspondence with opposing counsel regarding approval.	0.30	225.00
6/8/2022	DB	Correspondence with opposing counsel regarding approval, finalized settlement, correspondence regarding the same.	0.60	450.00
6/15/2022	DB	Research and correspondence re Viking River Cruises ruling.	0.60	450.00
6/17/2022	DB	Draft motion for approval and supportive documents.	1.20	900.00
6/20/2022	DB	Motion for approval redraft.	0.50	375.00
6/21/2022	DB	Motion for approval redraft and related documents, correspondence regarding the same.	1.10	825.00
6/22/2022	DB	Finalized draft approval paperwork for filing, correspondence with opposing counsel.	4.40	3,300.00
6/23/2022	DB	Approval paperwork and correspondence, correspondence with opposing counsel.	0.70	525.00
6/24/2022	DB	Approval paperwork and correspondence regarding the same, finalized directed filing and service.	2.20	1,650.00
7/20/2022	DB	Review of tentative ruling, correspondence and calls regarding the same, call to opposing counsel, call with Ron Makarem.	0.80	600.00
8/1/2022	DB	Case updates and correspondence.	0.10	75.00
8/8/2022	DB	Correspondence regarding approval motion, updates to the same.	1.40	1,050.00
8/9/2022	DB	Correspondence regarding approval motion, updates to the same.	4.50	3,375.00
8/10/2022	DB	Updates to approval motion.	2.40	1,800.00
8/11/2022	DB	Updates to approval motion and amended settlement agreement.	3.80	2,850.00
8/12/2022	DB	Updates to approval motion and amended settlement agreement.	1.40	1,050.00
8/19/2022	DB	Amended settlement agreement research and redraft.	0.60	450.00
8/30/2022	DB	Correspondence and drafting regarding settlement and approval documents.	1.50	1,125.00
8/31/2022	DB	Settlement and approval documents.	1.60	1,200.00
9/1/2022	DB	Proposed settlement amendments and amended approval documents.	1.80	1,350.00
9/6/2022	DB	Settlement research.	0.50	375.00
9/7/2022	DB	Draft settlement amendments, case updates.	2.60	1,950.00
9/8/2022	DB	Correspondence with opposing counsel and administrator. Draft settlement amendments and motion documents related research.	3.00	2,250.00
9/9/2022	DB	Motion documents and case follow ups.	1.10	825.00
9/12/2022	DB	Review of Defendant's revisions to amended agreement, correspondence and call with opposing counsel regarding the same.	0.80	600.00
9/15/2022	DB	Correspondence with opposing counsel and updates regarding settlement.	0.20	150.00
9/16/2022	DB	Calls and correspondence with client, correspondence with opposing counsel regarding settlement.	0.50	375.00

In Reference Community Integrated Works Program, Inc.
To:

Professional services rendered through September 19, 2022

	<u>Hours</u>	<u>Amount</u>
For professional services rendered	173.10	\$127,875.00

Additional Charges :

9/7/2021	Filing and conformation fee for Summons, Complaint, and Civil Case Cover Sheet; Bosco, Invoice #6065046.	1,768.45
9/20/2021	Document retrieval access fee; confirmation #021236..	3.00
9/24/2021	Filing fee for Notice of Assignment, Notice of Case Management Conference and Order; One Legal, Invoice #03559806.	69.49
10/12/2021	Filing fee for Notice and Acknowledgement of Receipt; One Legal, Invoice #03591456.	20.54
10/22/2021	Mediation deposit; JAMS, Invoice #5916776.	3,700.00
10/31/2021	Case management fee; JAMS, Reference #1110027581.	450.00
12/28/2021	Filing fee for Case Management Statement and Notice of Posting Jury Fees; One Legal, Invoice #03751672.	174.96
2/15/2022	Expert services; Berger Consulting Group, Invoice #5547.	2,000.00
3/3/2022	Filing fee for Case Managerment Statement; One Legal, Invoice #03898317.	19.51
5/3/2022	Filing fees for Case Management Statement; One Legal, invoice #04046026.	20.02
6/27/2022	Filing fee for Motion, Declarations, Order, and Proof of Service; One Legal, invoice #04175019.	81.79
Total additional charges		<u>\$8,307.76</u>
Total amount of this bill		<u>\$136,182.76</u>
Balance due		<u><u>\$136,182.76</u></u>

Attorney Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>
Alexis Hames	1.50	450.00
Cameron Stewart	4.20	750.00
Daniel Bass	136.60	750.00
Ronald W. Makarem	21.50	810.00
Marina Serrano	9.30	450.00