

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This 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 440 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.** 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 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 Accurint 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.

- 0. **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.**

- I. **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 known and unknown claims under PAGA against the Released Parties that were alleged in the Complaint, including but not limited to alleged violations of California Labor Code Sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 222, 223, 224, 226, 226(a), 226(e), 226.2, 226.3, 226.7, 233, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2800, 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 Waiver of Rights under California Civil Code Section 1542.** Plaintiff's released claims 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 foreverbarred. 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.

06 / 02 / 2022
DATE: _____, 2022

Nancy V. Mares

Nancy Mares
Plaintiff

DATE: _____, 2022

Community Integrated Work Program, Inc.
Defendant

APPROVED AS TO FORM:

DATE: June 2, 2022

Daniel Bass
Daniel J. Bass on behalf of Ronald Makarem

Ronald Makarem
Counsel for Plaintiff

DATE: _____, 2022

C. Zane Becker
Counsel for Defendant

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.

06/02/2022
DATE: _____, 2022

Nancy V. Mares

DATE: 6/3, 2022

Nancy Mares
Plaintiff

[Signature]

Community Integrated Work Program, Inc.
Defendant

APPROVED AS TO FORM:

DATE: _____, 2022

Ronald Makarem
Counsel for Plaintiff

DATE: June 3, 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) Case No.: RG21111310
of all other aggrieved employees,)

Plaintiff,)

vs.)

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

Defendants,)

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

[PROPOSED] ORDER

Plaintiff NANCY MARES ("Plaintiff") Motion for Approval of PAGA Settlement ("Motion") was heard by this Court on [REDACTED], 2022. Having reviewed the Motion, the Parties' 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.
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 \$ [REDACTED] from the Total Settlement Amount.
6. Pursuant to the Agreement, the Settlement Administrator shall issue to the LWDA the LWDA Payment in the amount of \$ [REDACTED] from the Total Settlement Amount.

1 7. Pursuant to the Agreement, the Settlement Administrator shall issue to the
2 Plaintiff her Incentive Payment in the amount of \$5,000 from the Total Settlement Amount.

3 8. Pursuant to the Agreement, the Settlement Administrator shall pay to Plaintiff's
4 Counsel, Makarem & Associates APLC, attorneys' fees in the amount of \$140,250 and litigation
5 costs in the amount of \$ [REDACTED] for a total payment of \$ [REDACTED] from the Total Settlement
6 Amount.

7 9. Pursuant to the Agreement, the Settlement Administrator shall pay to itself \$7,250
8 from the Total Settlement Amount for administration of the settlement.

9 10. The Court hereby orders that in consideration for the LWDA Payment and the
10 PAGA Settlement Group Members awarded Settlement Shares, as of the date the Settlement
11 becomes Final, the LWDA and PAGA Settlement Group Members release any and all known
12 and unknown claims under PAGA against the Released Parties that were alleged in the
13 Complaint, including but not limited to alleged violations of California Labor Code Sections
14 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 222, 223, 224, 226, 226(a), 226(e), 226.2, 226.3,
15 226.7, 233, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698,
16 2699, 2800, 2802, 2802(a) and 2698 *et seq.*; Wage Order 4; and California Code of Regulations,
17 Title 8, section 11000 *et seq.* (the "PAGA Settlement Group Members' Released Claims").

18 11. The Court further orders that Plaintiff's released claims shall include all PAGA
19 respective claims, whether known or unknown by the releasing party relating the allegations in
20 the Complaint. Thus, even if Plaintiff discovers facts in addition to or different from those that
21 she now knows or believes to be true with respect to the subject matter of the Complaint, those
22 claims will remain released and forever barred. Therefore, with respect only to those respective
23 released claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of
24 section 1542 of the California Civil Code.

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

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

3
4 IT IS SO ORDERED.

5
6 DATED: _____

JUDGE OF THE SUPERIOR COURT

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 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

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

You worked <<PayPeriods>> pay periods during the Covered Period. The total amount of pay periods worked by all Aggrieved Employees during the Covered Period is <<TotalPayPeriods>>

Your individual Settlement Share is <<CheckAmount>>.

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.

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 known and unknown claims under PAGA against the Released Parties that were alleged in the Complaint, including but not limited to alleged violations of California Labor Code Sections 201, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 222, 223, 224, 226, 226(a), 226(e), 226.2, 226.3, 226.7, 233, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699, 2800, 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.

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.