

MAKAREM & ASSOCIATES, APLC

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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 \$66,048.06 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 \$198,144.18 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 \$8,307.76 for a total payment of \$148,557.76 from the Total Settlement
10 Amount, which the Court finds fair and reasonable.

11 9. Pursuant to the Agreement, the Settlement Administrator, CPT Group, Inc. shall
12 pay to itself \$7,250 from the Total Settlement Amount for administration of the settlement,
13 which the Court finds 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 Nancy Mares' released claims, and only
25 those of the Plaintiff, 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

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

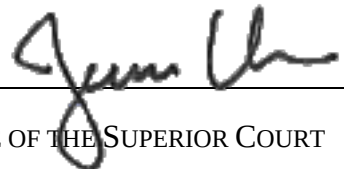
4 12. The Court sets a compliance hearing for court review of a declaration from the
5 settlement administrator regarding completion of distribution of settlement proceeds on June 23,
6 2023 at 9:00 a.m. in Department 24. Parties should submit a status report including the
7 settlement administrator's declaration 15 days in advance of the hearing.

8 13. This Order is entered pursuant to the Agreement and is intended to effectuate the
9 settlement more fully described in the Agreement.

10 14. The Court maintains jurisdiction to adjudicate and matters related to this Order,
11 Judgment, and the Agreement.

12 IT IS SO ORDERED.

13
14 DATED: 10/24/2022



JUDGE OF THE SUPERIOR COURT

Jenna Whitman / Judge