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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

LUPE MARIA GOMEZ, on behalf of the State of California and other aggrieved persons,

Plaintiff,

v.

COMMUNITY INTEGRATED WORK PROGRAM, INC., a California corporation, And DOES 1 through 10, inclusive,

Defendants.

Case No.: 24CV088623

Related Case No: 24CV069779

[Assigned for All Purposes to the Hon. Victoria Kolakowski, Dept. 16]

[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND JUDGMENT THEREON

Settlement Approval Hearing:
Date: July 1, 2027
Time: 2:30 p.m.
Dept: 16

Reservation No: 944432115667

Action Filed: August 23, 2024

The Court, having considered Plaintiff Lupe Maria Gomez ("Plaintiff") Motion for Approval of PAGA Settlement pursuant to the California Private Attorneys General Act, California Labor Code §§ 2698, et seq. ("PAGA"), as well as the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") attached as Exhibit 2 to the Declaration of Tyler J. Woods, the papers filed in support of the motion, and the arguments of counsel, has determined that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable.

Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of this PAGA Action and over all Parties to the PAGA Action.

2. This Order incorporates the Settlement Agreement agreed to between Plaintiff, on behalf of herself, the State of California, the LWDA, and Aggrieved Employees, on the one hand, and Defendant Community Integrated Work Program, Inc. ("Defendant"), on its own behalf and on behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. "Aggrieved Employees" means all individuals who, for one or more hours during the PAGA Period, provided labor or services for Defendant in California for remuneration, as more fully defined in Labor Code section 2775, et seq., including current and former employees.

4. "PAGA Period" means the period from April 17, 2023, through the date on which the Court issues an order granting preliminary approval of this settlement, inclusive.

5. The Court hereby finds that Plaintiff notified the Labor and Workforce Development Agency ("LWDA") of the Settlement in accordance with the notice requirements of California Labor Code § 2699(s). The Court has received no objection from the LWDA regarding the Settlement.

6. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amounts paid in settlement, and the allocation of settlement

proceeds among the LWDA and the Aggrieved Employees. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

7. Defendant will not be required to pay any additional amounts in connection with the Settlement other than the Gross Settlement Amount specifically set forth in the Settlement Agreement and this Order, which shall not exceed $225,000.00.

8. The Court awards a PAGA Counsel Fees Payment to PAGA Counsel, Wilshire Law Firm, PLC, in the amount of one third (1/3) of the Gross Settlement Amount, currently estimated to be $75,000.00. The Court also awards a PAGA Counsel Litigation Expenses Payment in the amount of $16,924.25. The PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment are to be paid from the Gross Settlement Amount.

9. The Court awards Plaintiff's Enhancement Award to Lupe Maria Gomez for her services in the amount of $10,000.00. Plaintiff submitted declarations detailing the ways in which they assisted PAGA Counsel in the litigation of the PAGA Action, and the award is appropriate in light of the stated purpose of PAGA.

10. The Court awards Plaintiff's Individual Settlement Payment of $15,000.00 to Plaintiff in exchange for the general release of their individual claims ($3,000.00 to be allocated as wages and $12,000.00 to be allocated as penalties and interest).

11. The Court appoints Phoenix Settlement Administrators to serve as the Administrator. The Court concludes that the Administration Expenses Payment in the amount of $5,250.00 is reasonable and necessary to administer the Settlement and shall be paid from the Gross Settlement Amount.

12. The Net Settlement Amount of $118,125.75 shall be allocated as follows: 75% of the PAGA Penalties ($88,594.31) will be paid to the LWDA, and the remaining 25% ($29,531.44) will be paid to all Aggrieved Employees pursuant to the calculation set forth in the Settlement Agreement for calculating Individual PAGA Payments.

13. The Court directs that the Administrator send the Notice, attached as Exhibit A to the Settlement Agreement, to the Aggrieved Employees with the Individual PAGA Payments to be issued pursuant to the Settlement.

14. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, and Aggrieved Employees release claims against all Released Parties as follows:

a. Plaintiff's Release: Plaintiff discharges Released Parties from all known and unknown claims Plaintiff may have or claim to have against Defendant as well as Defendant's members, owners, employees, officers, agents, affiliates, attorneys, and insurers. In connection with said release, Plaintiff shall waive all rights under California Civil Code section 1542 and any other provision of law that may restrict the release of unknown claims. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that cannot be waived by law. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

b. Released PAGA Claims: All Aggrieved Employees will release all claims for PAGA civil penalties that are alleged or reasonably could have been alleged based on the facts alleged in the PAGA Complaint and in Plaintiff's April 18, 2024, dated PAGA Notice. The Released PAGA Claims are those that accrued during the PAGA Period. The Released PAGA Claims specifically exclude Plaintiff's non-PAGA individual claims, which are released pursuant paragraphs 5.1 and 5.1.1 above [of the Settlement Agreement].

15. Without affecting the finality of this order and entry of judgment, the Court retains exclusive and continuing jurisdiction over this Action for purposes of supervising,

administering, implementing, and enforcing this Order, the Settlement and the Judgment pursuant to California Code of Civil Procedure section 664.6.

16. Nothing in this Order, the Settlement, nor any exhibit, document, or instrument delivered thereunder shall be construed as an admission or concession by any party of any fault, omission, liability or wrongdoing. They also should not be construed as a concession or admission by Defendant that the claims asserted have any merit or that this action was properly brought as a representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. This Order is not a finding of the validity or invalidity of any claims in this action or a determination of any wrongdoing by any party. The Settlement and this resulting Order and entry of judgement simply represent a compromise of disputed allegations.

17. Upon completion of the Settlement, the Administrator will provide written certification of the completion to the Court and counsel for the Parties which shall be filed with the Court on or before _____, 2027 (suggested 14 days prior to compliance hearing). The Court sets a final accounting hearing to assess compliance with this Order and the Settlement Agreement for _____ (proposed _____) at _____ a.m./p.m.

18. The entire Action will be dismissed, with prejudice, at the final accounting hearing and upon the terms set forth in the Settlement Agreement, assuming full compliance with this Order and the Settlement Agreement by that date. The parties currently have a joint stipulation pending in case number 24CV088623.

19. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 calendar days after the entry of this Order.

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IT IS SO ORDERED, ADJUDGED AND DECREED.

DATE: _____

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HON. VICTORIA KOLAKOWSKI
JUDGE OF THE SUPERIOR COURT