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9 and on behalf of all others similarly situated

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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES**
14

15 NANCY GARCIA, individually, and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 COMMON AREA MAINTENANCE
20 SERVICES, INC. a California dba CAM
21 SERVICES, INC.; CAM PROPERTY
22 SERVICES INC.; DAVID HERRERA, an
23 Individual, DOES 1 through 20, inclusive;

24 Defendants.
25
26
27
28

CASE NO. 20STCV19361

**DECLARATION OF DANIEL J.
BASS IN SUPPORT OF
PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed Concurrently With Motion For
Final Approval and [Proposed] Order
and Judgment]*

Date: March 22, 2024

Time: 9:00 a.m.

Department: 6

Complaint Filed: May 14, 2020

I, Daniel J. Bass, declare:

FACTUAL BACKGROUND – SUMMARY OF LITIGATION

4. **Plaintiff's Allegations** - Plaintiff filed her Complaint on May 14, 2020, which includes claims for: (1) failure to pay overtime, (2) failure to provide meal periods, (3) failure to provide rest breaks, (4) failure to furnish accurate wage statements, (5) failure to pay all wages earned, (6) failure to maintain required records, (7) failure to pay all wages earned upon

1 termination and, (8) unfair business practices, and (9) penalties pursuant to Labor Code 2699, et
2 seq. Plaintiff filed a First Amended Complaint on August 12, 2020. Defendants filed an answer
3 on December 10, 2020 denying all allegations. Plaintiff filed a second lawsuit against Defendants
4 on July 15, 2020, in Los Angeles Superior Court, Case No. 20STCV27465 (“PAGA” Action). In
5 the PAGA action, Plaintiff asserts a single cause of action under the Labor Code’s Private
6 Attorneys General Act, Labor Code sections 2698, et. seq.

7 5. Plaintiff alleged that Defendants, throughout the class period, failed to provide
8 compliant meal and rest breaks and failed to compensate employees for missed and/or non-
9 compliant meal and/or rest breaks. Plaintiff further alleges that due to understaffing non-exempt
10 employees were frequently unable to take timely meal and rest periods and/or uninterrupted meal
11 and rest breaks. What’s more, Plaintiff alleges that Defendants failed to pay overtime at the
12 regular rate of pay because non-exempt employees who worked more than eight hours in a day
13 were not compensated for overtime or non-exempt employees who worked more than eight hours
14 in a day, they were not compensated for overtime at the regular rate of pay. As a result of these
15 violations, Plaintiff sought to recover meal and rest period premiums, unpaid overtime wages,
16 penalties for unpaid wages upon termination, penalties for non-compliant wage statements,
17 PAGA penalties, prejudgment interest, costs of suit, and attorneys’ fees.

18 6. **Defendants’ Response** – Defendants contend that they at all times complied with
19 California law. Defendants assert that it properly paid employees for all time worked. Defendants
20 further contend that they provided Plaintiff and other putative class members with compliant meal
21 and rest periods, and that to the extent any employee did not take a compliant meal or rest period,
22 the reason for the non-compliant meal or rest period would be an individualized issue that would
23 preclude class certification.

24 7. **Investigation** - Before filing the lawsuit, Class Counsel investigated and
25 researched the facts and circumstances underlying the pertinent issues and the laws applicable
26 thereto. This required thorough discussions between Class Counsel and the Plaintiff, as well as
27 preliminary research into the various legal issues and employment practices involved in the case.
28 After conducting their initial investigation, Class Counsel determined that Plaintiff’s claims were

1 well-suited for class action adjudication owing to what appeared to be a common set of policies
2 and procedures that impacted Plaintiff and other putative class members in a similar fashion.

3 8. After filing the lawsuit, Class Counsel conducted an extensive investigation of the
4 facts and claims giving rise to the action, including:

- 5 (1) reviewing and analyzing time and payroll records and Defendants' written
policies and procedures;
- 6 (2) researching the applicable law and evaluating potential defenses;
- 7 (3) evaluating the damages based on countervailing interpretations of law;
- 8 (4) reviewing other documentation provided by Defendants.

9 9. Defendants, for their part, vigorously contested liability, the amount of claimed
10 damages, and the propriety of class certification. After Class Counsel analyzed the relevant
11 documentary and testamentary evidence, Class Counsel determined that this case was appropriate
for resolution via settlement.

12 10. **Mediation** - On or about December 1, 2021, the Parties agreed to participate in a
13 settlement conference with the well-respected mediator Michael Young. Although the case did
14 not settle at mediation, with the assistance of Mr. Young, the parties were able to agree on the
15 parameters for a settlement of the class action claims of a class of approximately 146 current and
16 former hourly, non-exempt employees. Over the next months the parties negotiated the details of
17 the long form settlement agreement which was granted preliminary approval on August 25, 2023
18 and pursuant to that order, finalized and fully executed on December 6, 2023.

19 **TERMS OF THE SETTLEMENT**

20 11. Attached hereto as Exhibit "A" is a true and correct copy of the Class Action
21 Settlement Agreement ("Settlement Agreement"). The Court granted preliminary approval on
22 August 25, 2023. A true and correct copy of the "NOTICE OF RULING RE: PLAINTIFF'S
23 MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT" is attached hereto as Exhibit
24 "B".

25 12. **Settlement Class** - The "Class" or "Settlement Class" means all current and former
26 non-exempt employees employed by Defendants in California at any time from May 14, 2016
27 through the earlier of either (1) preliminary approval or (2) whenever the workweeks for the
28 Settlement Class exceed 12,597 (the "Class Period"). Defendants have represented that as of

1 January 18, 2022 the Class consists of approximately 146 Class Members that worked a total of
2 approximately 11,451 workweeks.

3 13. **Gross Settlement Amount** – Under the terms of the proposed agreement, the parties
4 have agreed that all claims brought on behalf of the Class shall be fully and finally resolved for a
5 “Gross Settlement Amount” of \$375,000.00. The Gross Settlement Amount is non-reversionary
6 and no portion of the Settlement Amount will be returned to the Defendants. (*Id.*). The following
7 amounts will be deducted from the Gross Settlement Amount, with the amount remaining after
8 these deductions constituting the Net Settlement Amount.

9 14. **Attorney’s Fees/Costs:** The settlement calls for to 1/3 of the Gross Settlement
10 Amount or \$125,000.00 plus up to \$30,000 in actual costs and expenses, though Plaintiff’s costs
11 have been limited to \$20,284.44. The fee request is in line with fee awards commonly granted
12 across this state as well as the fee percentage commonly contracted for by attorneys within this
13 state.

14 15. **Class Representative’s Incentive Award:** Up to \$10,000 to the named Plaintiff
15 for her service as a class representative. The payment is for the service rendered in furtherance of
16 class members’ claims, for the risk undertaken for payment of costs in the event such litigation was
17 unsuccessful, for any stigma the plaintiff may suffer going forward due to the public information
18 available via the Internet for having filed a class action against an employer, and for his agreement
19 to provide a full release of his claims as compared to the limited release required of class members.

20 16. Here, the class representative was not simply a bystander in the prosecution of this
21 action. From the time that this case was filed, the representative whenever needed, actively
22 provided information and evidence. Further, the class representative was always available to
23 consult with, and regularly did consult with counsel. The class representative was also actively
24 involved in discussions regarding the resolution of this matter and approved the settlement terms
25 on behalf of himself and the class members.

26 17. **Settlement Administration Costs:** The proposed settlement administrator is CPT
27 Group, Inc. (“CPT”). CPT is an experienced class notice administration company, and has acted as
28 claims administrator in numerous wage and hour cases throughout the country. CPT has presented

1 that its charges to administer the proposed settlement will not exceed \$9,750, though the settlement
2 authorized up to \$20,000 for such expenses.

3 18. **PAGA Penalties:** 75% share of the \$3,750 (or \$2,812) allocated from the Gross
4 Settlement Amount for PAGA penalties that will be paid to the LWDA. The remaining 25% share
5 of the \$3,750 (or \$938) allocated from the Gross Settlement Amount for PAGA penalties will be
6 paid to PAGA Members.

7 19. **Net Settlement Amount and Payout to Class Members:** The Net Settlement
8 Amount was estimated to be approximately \$187,188, including \$10,250 in authorized but unspent
9 administrator costs, though this number will increase by at least \$9,715.56 in authorized but unspent
10 litigation costs. Each Class Participant shall be eligible to receive an Individual Settlement
11 Amount, which is a share of the Net Settlement Amount based on the pro rata number of weeks
12 worked by the Settlement Class Members during the Class Period as a proportion of all weeks
13 worked by all Settlement Class Members.

14 20. Assuming this Court makes no modification, the estimated settlement calculations,
15 prior to increasing the Net Settlement Amount for any unused costs, the average gross payment to
16 each Settlement Class Member is \$1,061.49, the highest is \$4,510.96, and the lowest is \$12.52.

17 **Claims and Settlement Fund Distribution Procedure**

18 21. According to the Settlement Agreement “Final Effective Date” shall mean that the
19 full payment of the Gross Settlement Amount is received and the later of: (i) if no time objections
20 are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (ii) if a Class
21 Member files an objection and/or intervenes in the Settlement the Effective Date shall be the sixty-
22 fifth (65) calendar day after the date of Final Approval, provided no appeal is initiated by an
23 objector and/or intervenor; or (iii) if a timely appeal is initiated by an objector and/or intervenor,
24 then the Effective Date will be the date of final resolution of that appeal (including any requests for
25 rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement
26 provided that the final resolution does not result in a material alteration of the terms of the
27 Settlement Agreement. (Exh. A at 5(B)). Within thirty (30) days after the Gross Settlement Amount
28 has been fully funded with the Settlement Administrator by Defendant Common Area Maintenance

1 Services, Inc., the Settlement Administrator will calculate Individual Settlement Share amounts and
2 will prepare and mail settlement payments to Settlement Class Members. (Exh. A at 4(C)).

3 22. According to the Agreement, Settlement payment checks issued to Settlement Class
4 Members that remain uncashed one hundred eighty (180) calendar days after such checks are
5 mailed by the Settlement Administrator ("Check Expiration Date") shall become void, and the
6 funds associated with such voided checks, plus any accrued interest that has not otherwise been
7 distributed (together, "Unused Funds"), shall be distributed to Dress for Success Worldwide West,
8 located at 1933 S. Broadway – 11th Floor, Los Angeles, CA 90007. (Exh. A at 4(E)).

9 23. **Release By Class Members:** As of the Final Effective Date – as defined in the
10 Settlement Agreement- all Settlement Class Members, in exchange for the consideration set forth
11 in this Settlement Agreement, each Settlement Class Member who does not validly opt-out, on
12 behalf of themselves, and on behalf of all those who claim by and through them, or in their stead,
13 including, but not limited to agents, attorneys, representatives, predecessors, successors and
14 assigns, will forever release, acquit, and discharge, and covenant not to sue, Defendants, including
15 its past and present divisions, d/b/a's, parents, subsidiaries, predecessors, successors, assigns, and
16 their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys,
17 insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners,
18 and privies (collectively the "Released Parties" and each a "Released Party" or "Releasee") from
19 liability for all claims, liens, demands, damages, penalties, fines, wages, liquidated damages,
20 restitutionary amounts, attorneys' fees and costs, interest, controversies, liabilities or causes of
21 action arising under state, federal, administrative order, state or local law, and legal theories of
22 relief alleged or otherwise raised in the Operative Complaint, or that have been asserted in the
23 Operative Complaint, or which could have been asserted in the Operative Complaint based on the
24 same facts and circumstances as alleged in the Operative Complaint, including: (i) meal period
25 violations; (ii) rest period violations; (iii) failure to pay all overtime wages; (iv) minimum wage
26 violations; (v) wage statement violations; (vi) waiting time penalties; (vii) failure to maintain
27 records; and (viii) claims under Business and Professions Code§ 17200. For members of the
28 Settlement Class who do not validly opt out, the release period shall run for the duration of the

1 Class Period.

2 24. **Release By PAGA Members** – As of the Final Effective Date - defined in the
3 Settlement Agreement- all Aggrieved Employees are deemed to release, on behalf of themselves
4 and their respective former and present representatives, agents, attorneys, heirs, administrators,
5 successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged,
6 or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
7 Complaint and the PAGA Notice.

8 25. **Released Claims with respect to Plaintiff Only** – As of the Final Effective Date -
9 defined in the Settlement Agreement- Plaintiff will, for herself, and for her heirs, successors,
10 predecessors, attorneys, agents, representatives and assigns, forever release the Released Parties
11 from any and all charges, complaints, claims, liabilities, obligations, promises, agreements,
12 controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and
13 expenses (including back wages, penalties, liquidated damages, and attorneys' fees and costs
14 actually incurred) of any nature whatsoever, from the beginning of time through the date of her
15 signature on this Settlement Agreement, known or unknown, suspected or unsuspected, including
16 but not limited to all claims arising out of, based upon, or relating to her employment with
17 Defendants or the remuneration for such employment. Without limiting the generality of the
18 foregoing, Plaintiff expressly releases all claims which were or could have been raised in the
19 Operative Complaint and all claims or rights arising out of alleged violations of any contracts,
20 express or implied (including but not limited to any contract of employment); any contract or
21 covenant of good faith or fair dealing (express or implied); any tort, including negligence, fraud,
22 misrepresentation under California Labor Code 970, negligent infliction of emotional distress,
23 intentional infliction of emotional distress, and defamation; any "retaliation" claims; any claims
24 relating to any breach of public policy; any legal restrictions on Defendants' right to discharge
25 employees or refuse to hire applicants; and any federal, state, or other governmental statute,
26 regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964
27 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation
28 for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) sections 503

1 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (4) Equal Pay Act, 29 U.S.C.
2 § 209(4)(1) (equal pay); (5) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability
3 discrimination); (6) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical
4 leave); (7) California Fair Employment and Housing Act, Cal. Gov't Code § 12900 *et seq.*
5 (discrimination or harassment in employment and/or housing, including discrimination or
6 harassment based on race, religious creed, color, national origin, ancestry, physical or mental
7 disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age, including
8 retaliation for reporting discrimination or harassment); (8) California Family Rights Act, Cal. Gov't
9 Code § 12945.1 *et seq.* (family/medical leave); (9) California Labor Code or any Industrial Welfare
10 Commission Wage Order; (10) Executive Order 11246 (race, color, religion, sex, and national
11 origin discrimination or harassment); (12) Executive Order 11141 (age discrimination); and (11)
12 Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits)
13 (collectively, "Plaintiffs Released Claims"). Notwithstanding the foregoing, Plaintiff is not waiving
14 any rights she has or may have to: (i) benefits or rights to benefits under any of Defendants' benefit
15 plans that are otherwise applicable to Plaintiff (if any), however, the receipt of funds under the
16 Settlement shall not entitle Plaintiff to any additional compensation or benefits of any kind under
17 any of Defendants' compensation or benefits plans, nor will it entitle Plaintiff to any increased
18 retirement or 401k plan benefits of any kind; (ii) benefits or rights to seek benefits under applicable
19 workers' compensation, or unemployment insurance or indemnification statutes; (iii) claims which
20 by law cannot be waived by signing this Settlement Agreement nor by law in any event; (iv) enforce
21 this Settlement Agreement; or (v) challenge the validity of this Settlement Agreement.

22 26. The settlement amount was a negotiated compromise, factoring in the risks related
23 to certification, liability and damages. Taking into account all of the circumstances of the action
24 and the significant factual and legal defenses raised by Defendants against certification, liability
25 and damages, Class Counsel believe that the settlement is fair and reasonable. Each Class
26 Member's individual share of the settlement amount is tailored to the number of workweeks
27 worked by each Class Member during the class period; so the distribution is weighted in favor of
28 those Class Members who were potentially most affected by the alleged violations. Moreover,

1 because the class consists of numerous employees, it was unlikely that the potential monetary
2 claims of individual Class Members would have proved viable without the class-action
3 mechanism.

4 27. The Settlement should be approved accordance with the holdings in *Clark v.*
5 *American Residential Services LLC* (2009) 175 Cal. App. 4th 785 (hereinafter, “*Clark*”) and
6 *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116 (“*Kullar*”). The *Clark* and *Kullar*
7 courts principally wanted to ensure that trial courts, when deciding whether a class action
8 settlement is fair, adequate, and reasonable, should independently evaluate the settlement amount
9 in light of the strength of the plaintiff’s case, and that plaintiff should provide the court the
10 information necessary to make that evaluation. The *Clark* and *Kullar* courts cite the recognized
11 factors set forth in cases like *Dunk v. Ford Motors Co.* (1996) 48 Cal. App. 4th 1794, 1801, that
12 trial courts should examine during the approval process, including (1) the extent of discovery
13 completed and the stage of the proceedings; (2) the strength of plaintiff’s case in light of the
14 settlement amount; (3) the risk, expense, complexity, and likely duration of further litigation, as
15 well as the risk of maintaining class-action status through trial; (4) the experience and views of
16 counsel; and (5) the reaction of class members to the proposed settlement. *Id.* at 799

17 **THE STRENGTH OF PLAINTIFF’S CASE AND COMPLEXITIES OF FURTHER**
18 **LITIGATION**

19 28. Plaintiff believes that the Settlement Class claims in this action are legally
20 meritorious and present a reasonable probability of a favorable determination on behalf of the class.
21 At the same time, there is undeniably significant litigation risk avoided by the proposed Settlement,
22 both at class certification proceedings, at trial, and potentially in the appellate courts.

23 29. Liability remains highly contested by Defendants who deny that they engaged in
24 any violations of the law, and they further deny any liability or engagement in wrongdoing of any
25 kind associated with the claims alleged in the Action by the Plaintiff or any Class Member.
26 Defendants contend that at all times they complied with all wage-and-hour laws in connection with
27 the employment and/or retention of services of Plaintiff and the Class Members.

28 30. Plaintiff’s counsel understood and appreciated the defenses and position of

1 Defendants but believed that Plaintiff would ultimately succeed in the action. In light of the
2 strongly divergent views, the parties, were able to negotiate a fair settlement, considering the costs
3 and risks of continued litigation. The negotiations were at all times conducted professionally and
4 at arm's length and have produced a result that the Parties believe to be in their respective best
5 interests.

6 31. Parties have also considered the uncertainty and risk of the outcome of further
7 litigation, and the difficulties and delays inherent in such litigation. Plaintiff is also aware of the
8 burdens of proof necessary to establish liability for the claims asserted in the action, the defenses
9 thereto, and the difficulties in establishing damages. In evaluating the settlement, the Court will
10 seek a reasonable estimate of the nature and amount of recovery that each class member could have
11 obtained if the Plaintiff had prevailed in the litigation. Numerous decisions summarize a trial court's
12 task when considering whether to approve the settlement of a putative class action.

13 32. Here, in preparation for mediation, Plaintiff calculated Defendants' liability to Class
14 Members to be in excess of the settlement amount. Plaintiff's valuation assumed that Plaintiff: (1)
15 prevailed in certifying the case; (2) prevailed in establishing liability on the merits; and (3) was
16 awarded the full amount of all discretionary penalties.

17 33. The realistic range of outcomes for this litigation took into account the present state
18 of the law regarding meal and rest break claims and the other claims brought in the Action,
19 Defendant's defenses for each claim, and the likelihood of prevailing on a class certification motion
20 as well as trial and any appeals. Where both sides face significant uncertainty, the attendant risks
21 favor settlement. *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011,1026.

22 34. **Kullar v. Footlocker Analysis** - To allow this Court to make an informed
23 assessment pursuant to *Kullar v. Foot Locker Retail, Inc.* (2008) 18 Cal.App.4th 116, Plaintiff's
24 Counsel provides the following assessment of the case and settlement. Plaintiff's Counsel believes
25 that the settlement is a very good one for the class members. In this case, Plaintiff sought unpaid
26 wages and statutory penalties as well as equitable remedies of declaratory relief, disgorgement,
27 accounting, and restitution.

28 35. Plaintiff estimated Defendant's total non-penalty exposure at \$ 4,215,877. Of that

1 exposure approximately \$1,672,770 is due to potential penalties that would be difficult to prove.
2 As such, the settlement represents over approximately 14.7% of Defendants' non-penalty exposure
3 based on Plaintiff's analysis. This in a reasonable recovery, particularly given that Defendants'
4 seasonal business.

5 36. As explained further below, details the issues that necessitated deductions from the
6 maximum potential value of this case to arrive at the reasonable Gross Settlement Amount in this
7 action. Here the class was estimated at 146 persons working approximately 11,451 workweeks.
8 Plaintiff believes this is still a reasonable approximation, because despite the Class potentially
9 increasing to 186 employees their workweeks are capped at when they exceed 12,597, a maximum
10 increase of 10% contemplated in the settlement.

11 37. **Rest Periods**

12 Plaintiff calculated Defendants' maximum liability to be five violations per employee per
13 week at \$23.05 per violation for \$115.25 per week. As such, with 11,451 work weeks, Plaintiff
14 estimated that Defendants' exposure could be as high as \$984,399. Plaintiff did not discount this
15 number or the calculations that follow in order to arrive at the settlement, rather Plaintiff discounted
16 the number in order to reach a settlement that understood the risks of continued litigation.

17 38. **Meal Periods**

18 Plaintiff, based on an analysis of a twenty-five percent (25%) sampling of Defendants' time
19 keeping records, Plaintiff found 43.9% of the class member shifts had at least one unique meal
20 period violation (at least one late, short, or missing meal break of 30 minutes) in the data reviewed.
21 Extrapolating those violations to the class at the time, there were an estimated 20,122 unique meal
22 period violations making Defendants' potential exposure as $\$23.05 \times 20,122 = \$463,812$. In regard
23 to this number, Plaintiff recognized that Defendants would argue that late and shortened meal
24 periods stemmed from the choices of class member, and that such claims were not amenable to
25 class certification.

26 39. **Unpaid Off-the-Clock**

27 Based on Plaintiff's analysis, Plaintiff estimated that there was off-the-clock overtime
28 where employees were not compensated. Plaintiff's analysis estimates unpaid overtime was worked

1 twenty minutes per month per class member resulting in approximately 765 hours of off-the-clock
2 overtime resulting in approximately \$21,206 unpaid overtime and thus, calculated Defendants'
3 potential exposure as $\$23.05 \times 0.033 \times 146 = \$17,633$.

4 **40. Penalties**

5 Although the Class arguably could have seen a payout of approximately \$439,357 in waiting
6 time penalties and wage statement penalties, and another \$2,103,750 for PAGA penalties,
7 Plaintiff's Counsel had to weigh the likelihood of recovery against probable defenses and the wide
8 discretion Courts have exercised in awarding Labor Code penalties. Along these lines, Plaintiff
9 considered that Defendants would argue that Plaintiff could not prove the "willful" prong needed
10 to obtain waiting time penalties under Cal. Lab. Code § 203 and would further argue that Plaintiff
11 could not show that Class Members suffered an "injury" as a result of wage statement violations,
12 as required by Cal. Lab. Code § 226. Further, Plaintiff arguably could not recover any waiting time
13 penalties for meal and rest claims and Plaintiff would not recover derivative penalties if she failed
14 to prove underlying claims.

15 41. Plaintiff, in agreeing to the settlement had to take into account the difficulties in
16 certifying a class and maintaining any such certification. What's more, Plaintiff had to take into
17 account the Defendants' position that its non-exempt field employees were governed by a different
18 set of policies and procedures than its administrative employees. These concerns weighed into
19 Plaintiff's analysis to eventually agree to a settlement that is less than Defendants' total projected
20 liability even if Plaintiff eventually won every aspect of this case including an appeal. A settlement
21 now guarantees that class members will 1) obtain a recovery and 2) that they will get the recovery
22 in a time period that is shorter than one if the case went through a full trial and appeal process.

23 42. The settlement amount was a negotiated compromise, factoring in the risks related
24 to certification, liability, and damages. Taking into account all of the circumstances of the action
25 and the significant factual and legal defenses raised by Defendant against certification, liability,
26 and damages, Class Counsel believe that the settlement is fair and reasonable. Each Class
27 Member's individual share of the settlement amount is tailored to the number of shifts worked by
28 each Class Member during the class period so the distribution is weighted in favor of those Class

1 Members who were potentially most affected by the alleged violations. Moreover, because the
2 class consists of several employees, it was unlikely that the potential monetary claims of individual
3 Class Members would have proved viable without the class-action mechanism.

4 **EXPERIENCE AND VIEWS OF COUNSEL**

5 43. My firm has litigated numerous complex business matters, including employment
6 cases. We have settled multiple cases for seven-figures and several more for six-figure amounts.
7 We have obtained seven-figure judgments in complex litigation matters. This is a seven-attorney
8 law firm in West Los Angeles. The firm practices in the area of employment litigation and complex
9 business litigation.

10 44. My colleague, Ronald W. Makarem, has been approved as class counsel in wage
11 and hour class actions over 30 times, including matters certified on contested motions. He was
12 named a “Top 20 Attorney under the Age of 40”, in California, by the Daily Journal in 2007, and
13 a California Super Lawyer from 2010 to the present. He was awarded "Top 100 Attorney" in
14 Southern California by Los Angeles Magazine and Super Lawyers for 2013 and 2019. In 2012, he
15 received the CLAY award for ‘Attorney of the Year’ by California Lawyer Magazine for his work
16 on a landmark California Supreme Court case. He is a certified legal malpractice specialist by the
17 California State Bar. In 2015, he received the AALASC Trailblazer Award which recognizes
18 attorneys who demonstrate vision, courage and tenacity in their practice.

19 45. I have been litigating for about a decade, almost all of which was representing
20 employees in similar complex employment actions, including class actions and representative
21 actions. I have been approved as class counsel in wage and hour class actions over 20 times,
22 including matters certified on contested motions. I was named a California Super Lawyer “Rising
23 Star” each year from 2020 to the present.

24 46. I and the other attorneys at Makarem & Associates have engaged in all aspects of
25 class action litigation, including having interviewed potential class action representatives to
26 determine the potential merits of their allegations, conducted pre-litigation investigation, including
27 interview, research and analysis, drafted class action complaints, drafted class action discovery and
28 responses thereto, conducted and defended depositions, drafted, opposed and orally argued

1 numerous class action law and motion pleadings (including oppositions to removal, oppositions to
2 demurrer, oppositions to motions to strike, motions to compel, oppositions to motions to compel,
3 class certification motions, oppositions to motions to decertify, and preliminary and final approval
4 motions), conducted class member interviews, legal research, settlement negotiations and meetings
5 with defense counsel, statistical analysis of potential damages, and attended numerous mediation
6 sessions for purposes of negotiating class action settlements.

7 47. At any given time Makarem & Associates has in excess of 30 wage and hour class
8 actions pending in various stages of the litigation process, from pre-litigation investigation to final-
9 approval pending.

10 48. Makarem & Associates is well qualified because of our experience, knowledge, and
11 resources to act as counsel and represent Plaintiff and the putative class in this action. A substantial
12 percentage of our practice is devoted to litigating wage, hour, and working-conditions violations,
13 and the bulk of these cases are class actions.

14 49. The following is a partial list of putative class action in which Makarem &
15 Associates has been approved as class counsel through contested motions and through settlements:
16 *Becerra v. Sunridge Nurseries, Inc.*, Kern County Superior Court Case No. BCV-19-102625;
17 *Fodera et al v. Equinox Holdings, Inc.*, United States District Court for the Northern District of
18 California, Case No. 3:19-cv-05072-WHO; *Sanchez v. ARB, Inc.*, Orange County Superior Court
19 Case No. 30-2016-00837130; *Weckiewicz v. Execap, Inc.*, Stanislaus Superior Court Case No. CV-
20 18-001292; *Werner v. Crown Equipment Corp.*, Los Angeles Superior Court, Case No. BC439428;
21 *Castillo v. DHL Express (USA), Inc.*, Los Angeles Superior Court Case No. BC409169; *Aglubat v.*
22 *FormFactor, Inc.*, Alameda Superior Court Case No. RG13692639; *Lopez v. ADIR International,*
23 *LLC*, Los Angeles Superior Court Case No. BC436697; *Martinez v. G&M Oil, Inc.*, Orange County
24 Superior Court Case No. 30-2009-00238965; *Lopez-Gallardo v. L&R Auto Parks, Inc.*, Los
25 Angeles Superior Court Case No. BC394399; *Scanlan v. BLB Enterprises, Inc.*, Orange County
26 Superior Court Case No. 07CC00002; *Martinez v. Providian Holdings, Inc.*, Los Angeles Superior
27 Court Case NO. BC4612987; *DeLeon v. Westlake Services, LLC*, Los Angeles Superior Court Case
28 No. BC526750; *Reyes v. PQ Beverly Hills, Inc.*, Los Angeles Superior Court Case No. BC500609;

1 *Funez v. GMG Janitorial, Inc.* San Francisco Superior Court Case No. CGC-13-532261; *Fematt v.*
2 *Mission Linen Supply*, Santa Barbara Superior Court Case No. 15CV03714; *Orozco v. California*
3 *Terra Garden, Inc.*, San Mateo Superior Court Case No. CIV531629; *Powell v. Badger Daylighting*
4 *Corp.* No. Kern County Superior Court Case No. BCV-15-101202; *Barrerra v. Hacienda on the*
5 *Lake*, Orange County Superior Court Case No. 30-2016-00839837-CU-OE-CXC; *Pantoja v.*
6 *Autopia Car Wash*, Alameda County Superior Court Case No. RG14713663; *Galvez v. Ray Tech*,
7 Alameda County Superior Court Case No. RG14737391; *Guzman v. Pick N Pull Auto Dismantlers*,
8 Alameda County Superior Court Case No. RG16816283.

9 50. The foregoing discussion has sought to determine the fairness of the class action
10 settlement in the present case. It has done so by analyzing the settlement in light of the appellate
11 decisions in *Clark* and *Kullar*. This analysis has concluded that the Settlement is fair, reasonable,
12 and adequate. Class Counsel conducted a thorough investigation of the subject wage-and-hour
13 practices, and engaged in non-collusive, arm's-length negotiations through a respected wage and
14 hour mediator in order to reach settlement. Defendants have agreed to pay fair value to settle
15 Plaintiff's principal claims for failure to pay all overtime, and failure to provide compliant meal
16 and rest periods, as well as the derivative waiting time penalties claim. From Class Counsel's
17 substantial experience with wage-and-hour class action lawsuits, Class Counsel believes that this
18 case could not have been settled on better terms under the circumstances. Class Counsel's diligent,
19 efficient, and creative pursuit of this matter positioned Plaintiff to settle this action successfully,
20 affording redress to the entire Class and avoiding the inevitable expense and risk attendant to
21 protracted litigation. Request is therefore made that the settlement be granted final approval so that
22 those persons whom it is intended to benefit shall be afforded the opportunity to receive settlement
23 funds.

24 51. In sum, Class Counsel is experienced in employment class action litigation, and is
25 adequate to represent the putative class in the instant action.

26 **REQUEST FOR ATTORNEYS' FEES**

27 52. My firm took this case on a contingent-fee basis against a business represented by a
28 reputable defense firm. Plaintiff signed a contingency-fee agreement with Makarem & Associates

1 stating that Class Counsel could receive a fee of up to 40% of the overall recovery. When we take
2 contingent cases, we must pay careful attention to the economics involved or one bad case can
3 destroy years of work. Accordingly, when we take contingency cases, we anticipate that we shall,
4 if successful, receive a fee that exceeds our normal hourly rate; otherwise, the risk is often too great
5 to bear. Even when we work long hours, the number of hours in a day is limited. Because of this,
6 when we take on one particular matter, we are unable to take on other matters. When Class Counsel
7 became involved in this case, we realized the time commitment that it would entail and we were
8 forced to turn down matters that we otherwise should have been able to handle. In sum, this case
9 claimed a significant portion of Class Counsel's time and attention throughout its pendency.

10 53. The settlement calls for the payment of up to 1/3% of the Maximum Settlement
11 Amount or \$125,000 for attorneys' fees. This request is fair, reasonable, and adequate to
12 compensate Class Counsel for the substantial work they have put into this case and, moreover, the
13 risk they assumed by taking it in the first place. The attorneys' fees award is intended to reimburse
14 Class Counsel for all uncompensated work that they have already done and for all the work they
15 will continue to do in carrying out and overseeing the notification to class members, communicating
16 with class members regarding their claims, and assisting in the administration of the settlement if
17 it is finally approved and judgment entered.

18 54. In this case, my firm has incurred substantial attorney's fees conducting pre-filing
19 investigation, analyzing the claims, conducting legal research, reviewing records and speaking with
20 Plaintiff, negotiating the class settlement, preparing the long-form settlement agreement, preparing
21 this motion for preliminary approval, and otherwise litigating the case.

22 55. In other words, my firm has expended a significant amount of time and effort in
23 litigating the present case. The proposed Settlement also does not place the attorneys' interests
24 ahead of class members' interests. Settlement provisions relating to attorneys' fees and litigation
25 expenses in the action were not negotiated until after an agreement was reached in principle with
26 respect to the direct class settlement benefits and the gross settlement. In achieving the
27 Settlement, which has been overwhelmingly embraced by the Class, the attorneys involved have
28 expended a significant number of hours. The following table summarizes the time spent by the

attorneys of Makarem & Associates regarding their time spent on this case, not even including the hours spent on this motion and supporting documents:

Attorney	Experience	Billing Rate	Types of Tasks Assigned	Hours	Lodestar
Ronald W. Makarem	27+ years	\$850	Initial Investigation and Document Review, Pleadings, Violation Calculation & Analysis of Damages, Preparation for Mediation, Settlement Agreement, Preliminary Approval Motion	41	\$34,850
Cameron Stewart	34+ years	\$750	Pleadings, Discovery, Violation Calculation & Analysis of Damages, Communication with OC, Meet and Confer/ Document Review, Expert Consultation, Preparation for Mediation Settlement Agreement, Preliminary Approval Motion	291	\$218,250
Rex Phillips	18+ years	\$750	Settlement Agreement, Preliminary Approval Motion	8.5	\$6,375
Daniel Bass	10+ years	\$750	Document Review, Expert Consultation, Preparation for Mediation Settlement Agreement, Preliminary Approval Motion, Final Approval Motion	17.2	\$12,900
Samuel Almon	17+ years	\$795	Initial Investigation and Document Review, Pleadings, Settlement Agreement	8.8	\$6,996
Marina Serrano	3+ years	\$450	Communication with OC, Meet and Confer/ Document Review	6.7	\$3,015
Total				373.2	\$282,386

56. The rates used in the above chart are rates that have been submitted and accepted by courts in the State of California in applications and/or motions for attorney's fees, throughout the state. They are also less than the rates set by the Laffey Matrix, a true and correct copy of

1 which is attached hereto as “**Exhibit C.**” California Courts have applied the Laffey Matrix with
2 adjustments to the specific California locality where the Counsel’s office is located based on
3 “Locality Pay Tables.” (*Syers Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696
4 [affirming fee award based on Laffey Matrix with upward 9 percent rate adjustment from D.C.
5 area compared to San Francisco Bay Area based on Locality Pay Tables]; *In re HPL Techs., Inc.,*
6 *Secs. Litig.* (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using
7 Laffey Matrix with upward adjustment of 9 percent for San Francisco based on difference
8 between D.C. Area’s +15.98 locality pay compared to San Francisco’s +26.39 percent locality
9 pay differential from the federal courts’ “Judiciary Salary Plan Pay Tables.”].)

10 57. The total lodestar for all counsel for Plaintiff's counsel exceeds \$282,386.00 and
11 does not even include all of the time spent filing this motion and the over 20 additional hours that
12 I would anticipate Makarem & Associates being required to finalize this motion, appear for final
13 approval and facilitate the settlement, including answering questions brought by Class Members,
14 assisting the Settlement Administrator, and submitting a final accounting to the Court.

15 58. The contingency fees Makarem & Associates fees have charged our clients have
16 generally fallen within the range of 33.3% to 40% of the recovery achieved. Additionally, I am
17 aware by virtue of my years in the field, that such contingency fees are normal and customary in
18 the field, and have been for the entire length of my career. Of course, since we are a contingent
19 firm, in the cases where we do not achieve a recovery, which has unfortunately occurred including
20 on cases we have taken all the way through trial and appeal, we then recover nothing, and are
21 normally out of pocket on all of the expenses and costs advanced.

22 59. Additionally, and to date, my firm has incurred costs of over \$20,284.44. These
23 costs reflect the type of expenses typically billed by attorneys to their paying clients in the
24 marketplace, and include such costs as the above noted payments to experts and mediation
25 expenses to date. The costs incurred in prosecuting this case are reflected in our firm records
26 which are attached hereto as **Exhibit D.**

27 60. It is only because of our continued and aggressive litigation of this lawsuit that a
28 settlement was eventually achieved. But for our continued pursuit of this litigation, a vast

majority of Class Members would likely have received nothing from Defendant. As such, we request that the Court award the requested fees and costs of \$125,000.00 and \$20,284.44, respectively. The requested fee is reasonable for the services provided to class members and for the benefits they are to receive.

SERVICE ENHANCEMENT PAYMENT AND UNCASHED CHECKS

61. Plaintiff has taken the extraordinary step of challenging her former employer's actions by bringing this case. Plaintiff did so in the belief that she, and the members of the Settlement Class, were, in fact, entitled to the relief sought in this case. Until this case was filed, no one was pursuing the claims raised in this matter. Plaintiff's actions have resulted in a recovery for the members of the Settlement Class, and the Incentive Award she seeks is reasonable.

62. Plaintiff fully participated in this action throughout the pendency of the litigation. She was kept well informed of the nature and extent of settlement discussions and approved the same. As such, the service enhancement sought for Plaintiff is reasonable and represents a small percentage of the Net Settlement Amount. Absent the actions taken by Plaintiff, none of the Class Members would have reaped the rewards of this action.

63. According to the Settlement Agreement for any settlement payment checks issued to Settlement Class Members that remain uncashed one hundred eighty (180) calendar days after such checks are mailed by the Settlement Administrator ("Check Expiration Date") shall become void, and the funds associated with such voided checks, plus any accrued interest that has not otherwise been distributed (together, "Unused Funds"), shall be distributed to Dress for Success Worldwide West, located at 1933 S. Broadway – 11th Floor, Los Angeles, CA 90007. (Exh. A at 4(E)).

SUBMISSION TO THE LWDA AND REVIEW BY DEFENDANT

64. Concurrently with this submission to the Court, I uploaded this declaration (save for the attached Exhibit E), the concurrently filed declarations, final approval motion, and the Proposed Order and Judgment to the LWDA's website. A true and correct copy of the LWDA's email confirmation is attached hereto as "**Exhibit E.**"

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I declare under penalty of perjury of the laws of United States of America in the state of California that the foregoing is true and correct.

Executed on February 27, 2024.

Daniel Bass
Daniel J. Bass

EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Nancy Garcia (“Plaintiff”), individually and on behalf of all members of the Settlement Class, defined below, and Defendants Common Area Maintenance Services, Inc. and David Herrera (“Defendants”). Plaintiff and Defendants are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class are represented by Ronald W. Makarem and Cameron A. Stewart of Makarem & Associates, APLC (“Class Counsel”). Defendants are represented by Amber S. Healy and Lauren D. Fierro of Atkinson, Andelson, Loya, Ruud & Romo.

Plaintiff filed a Class Action Complaint (“Complaint”) against Defendants on May 14, 2020, in Los Angeles Superior Court (“Court”), Case No. 20STCV19361 (“Class Action”). Plaintiff filed her First Amended Complaint (“FAC”) on August 4, 2020. The FAC alleges the following causes of action against Defendants: (1) failure to pay overtime wages; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to furnish accurate wage statements; (5) failure to pay all wages earned; (6) failure to maintain required records; (7) failure to pay earned wages upon termination; and (8) violation of Business and Professions Code section 17200 (Unfair Competition).

Plaintiff filed a second lawsuit against Defendants on July 15, 2020, in Los Angeles Superior Court, Case No. 20STCV27465 (“PAGA Action”). In the PAGA Action Plaintiff asserts a single cause of action under the Labor Code’s Private Attorneys General Act, Labor Code sections 2698, *et seq.*

The Parties participated in a global mediation with an experienced and well-known employment/wage and hour mediator, Michael Young. Although the case did not settle at mediation, the Parties were subsequently able to reach a resolution with the assistance of Mr. Young. A global settlement was reached for Three Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$375,000) (“Gross Settlement Amount”). Total Number of Class Members through January 18, 2022 were estimated to be 146 current and former hourly, non-exempt employees.

For settlement purposes, the Parties have stipulated for leave to file the Second Amended Complaint (“SAC”), which will add the PAGA cause of action to the Class Action. Thereafter, the Parties will file a stipulated dismissal of the PAGA Action on the basis that the PAGA claim was added to the Class Action. The Proposed SAC is attached hereto as **Exhibit A**. The SAC shall be referred to hereinafter as the “Operative Complaint.”

Given the risks and uncertainties of litigation, the Parties have agreed to settle this Lawsuit on the terms set forth herein and subject to the approval of the Court. Nothing herein shall be construed as an admission of any wrongdoing or of liability as the Settlement Agreement is intended solely to allow the Parties to buy their peace and resolve the disputed claims asserted in the Lawsuit.

1. **Certification of Settlement Class.** The Parties request the Court certify a Settlement Class as follows for the purposes of this Settlement:
2. **Class Definition.**

All current and former non-exempt employees who have worked for CAM Property Services, Inc. in California during the time period of May 14, 2016 through the earlier of either (1) preliminary approval or (2) whenever the workweeks for the Settlement Class exceed 12,597 (the "Class Period").

3. Definition of Aggrieved Employee.

"Aggrieved Employee" means any person employed by CAM Services Inc. in California and classified as a non-exempt employee who worked for CAM Services Inc. during the period of April 28, 2019 to the present ("PAGA Period").

If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this Settlement Agreement will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

4. Releases.

A. **Releases by Settlement Class Members.** As of the Final Effective Date (as defined below), in exchange for the consideration set forth in this Settlement Agreement, each Settlement Class Member who does not validly opt-out, on behalf of themselves, and on behalf of all those who claim by and through them, or in their stead, including, but not limited to agents, attorneys, representatives, predecessors, successors and assigns, will forever release, acquit, and discharge, and covenant not to sue, Defendants, including its past and present divisions, d/b/a's, parents, subsidiaries, predecessors, successors, assigns, and their respective shareholders, owners, officers, directors, employees, agents, trustees, attorneys, insurers, representatives, administrators, fiduciaries, beneficiaries, subrogees, executors, partners, and privies (collectively the "Released Parties" and each a "Released Party" or "Releasee") from liability for all claims, liens, demands, damages, penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys' fees and costs, interest, controversies, liabilities or causes of action arising under state, federal, administrative order, state or local law, and legal theories of relief alleged or otherwise raised in the Operative Complaint, or that have been asserted in the Operative Complaint, or which could have been asserted in the Operative Complaint based on the same facts and circumstances as alleged in the Operative Complaint, including: (i) meal period violations; (ii) rest period violations; (iii) failure to pay all overtime wages; (iv) minimum wage violations; (v) wage statement violations; (vi) waiting time penalties; (vii) failure to maintain records; and (viii) claims under Business and Professions Code § 17200. For members of the Settlement Class who do not validly opt out, the release period shall run for the duration of the Class Period.

B. **Representative Plaintiff's General Release.** As of the Final Effective Date (as defined below), Plaintiff will, for herself, and for her heirs, successors, predecessors, attorneys, agents, representatives and assigns, forever release the Released Parties from any and all charges, complaints, claims, liabilities,

obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, penalties, liquidated damages, and attorneys' fees and costs actually incurred) of any nature whatsoever, from the beginning of time through the date of her signature on this Settlement Agreement, known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to her employment with Defendants or the remuneration for such employment. Without limiting the generality of the foregoing, Plaintiff expressly releases all claims which were or could have been raised in the Operative Complaint and all claims or rights arising out of alleged violations of any contracts, express or implied (including but not limited to any contract of employment); any contract or covenant of good faith or fair dealing (express or implied); any tort, including negligence, fraud, misrepresentation under California Labor Code 970, negligent infliction of emotional distress, intentional infliction of emotional distress, and defamation; any "retaliation" claims; any claims relating to any breach of public policy; any legal restrictions on Defendants' right to discharge employees or refuse to hire applicants; and any federal, state, or other governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. § 1981 (discrimination); (3) sections 503 and 504 of the Rehabilitation Act of 1973 (disability discrimination); (4) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (5) Americans with Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (6) Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (7) California Fair Employment and Housing Act, Cal. Gov't Code § 12900 *et seq.* (discrimination or harassment in employment and/or housing, including discrimination or harassment based on race, religious creed, color, national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy), sexual orientation, genetic, or age, including retaliation for reporting discrimination or harassment); (8) California Family Rights Act, Cal. Gov't Code § 12945.1 *et seq.* (family/medical leave); (9) California Labor Code or any Industrial Welfare Commission Wage Order; (10) Executive Order 11246 (race, color, religion, sex, and national origin discrimination or harassment); (12) Executive Order 11141 (age discrimination); and (11) Employee Retirement Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits) (collectively, "Plaintiff's Released Claims"). Notwithstanding the foregoing, Plaintiff is not waiving any rights she has or may have to: (i) benefits or rights to benefits under any of Defendants' benefit plans that are otherwise applicable to Plaintiff (if any), however, the receipt of funds under the Settlement shall not entitle Plaintiff to any additional compensation or benefits of any kind under any of Defendants' compensation or benefits plans, nor will it entitle Plaintiff to any increased retirement or 401k plan benefits of any kind; (ii) benefits or rights to seek benefits under applicable workers' compensation, or unemployment insurance or indemnification statutes; (iii) claims which by law cannot be waived by signing this Settlement Agreement nor by law in any event; (iv) enforce this Settlement Agreement; or (v) challenge the validity of this Settlement Agreement.

- C. **Plaintiff's PAGA Release.** Plaintiff and her respective former and present spouses, representative, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns general, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the period of April 28, 2019 to present, including but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). 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, worker's compensation benefits that arose at any time, or based on any occurrences outside the PAGA Period. 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.
- D. **Plaintiff's Waiver of Section 1542 With Respect to Plaintiff's Released Claims.** Plaintiff agrees there is a risk that each and every injury she may have allegedly or actually suffered by reason of the Released Parties' relationship with her might not now be known, and there is further risk that said injuries, whether known or unknown at the date of this Settlement Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained by her. Nevertheless, Plaintiff desires to forever and fully release and discharge the Released Parties of all of Plaintiff's Released Claims, and understands that as of the Final Effective Date, no further claims for any of the Plaintiff's Released Claims that existed at the time of the execution of this Settlement Agreement may ever be asserted by her. As of the Final Effective Date, Plaintiff expressly waives and relinquishes all rights and benefits afforded by section 1542 of the Civil Code of the State of California with respect to the Released Claims, and does so understanding and acknowledging the significance of such specific waiver of section 1542. Section 1542 of the Civil Code of the State of California states as follows:

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.

Thus, subject to and in accordance with this Settlement Agreement, even if Plaintiff may hereafter discover facts in addition to or different from those she now knows or believes to be true, Plaintiff shall be deemed to have fully, finally, and forever settled and released any and all of Plaintiff's Released Claims against the Released Parties, whether known or unknown, suspected or unsuspected, contingent or non-contingent, that now exist, upon any theory of law or equity, including without

limitation, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts.

- E. **Release by Aggrieved Employees:** All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.
- F. **Release by PAGA Counsel.** PAGA Counsel releases on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA fees incurred in connections with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.
- G. **Class Counsel's Release of Defendants.** As of the Final Effective Date (as defined below), and upon receipt by Class Counsel of the amounts approved by the Court for Class Counsel's fees and expenses, and except as otherwise provided by this Settlement Agreement, Class Counsel will waive any claim to costs or attorneys' fees or other expenses against Defendants and the Released Parties arising from or related to the Lawsuit, including but not limited to claims based on the California Labor Code, the California Code of Civil Procedure, and any other statute, law, or other legal or equitable authority or theory.

5. **Settlement Payment.** In exchange for the releases set forth in this Settlement Agreement, Defendant Common Area Maintenance, Inc. agrees to pay Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00) (the "Gross Settlement Amount") in full and complete settlement of this matter, as follows:

- A. Defendant Common Area Maintenance, Inc. will fund the Gross Settlement Amount in full the later of ninety (90) days after the Court's Final Approval or May 24, 2023. The payment shall be made to the Qualified Settlement Fund ("QSF") established by the Settlement Administrator.
- B. **Final Effective Date.** "Final Effective Date" shall mean that full payment of the Gross Settlement Amount is received and the later of: (i) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (ii) if a Class Member files an objection and/or intervenes in the Settlement, the Effective Date shall be the sixty-fifth (65) calendar day after the date of Final Approval, provided no appeal is initiated by an objector and/or intervenor; or (iii) if a timely appeal is initiated by an objector and/or intervenor, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement provided that the final resolution does not result in a material alteration of the terms of this Settlement Agreement. In the event that the Settlement

Agreement is not granted Final Approval, or does not become Final, any funds deposited into the QSF by Defendants shall be returned within fifteen (15) days of a Court Order or other decision denying final approval of the Settlement Agreement.

- C. As of January 18, 2022, Defendants represented that there were approximately 11,451 workweeks during the Class Period. If the actual number of workweeks during the Class Period is more than Ten Percent (10%) greater than 11,451 (i.e., the workweeks are equal to or exceed 12,597), Defendants may choose to have the release period run through the date of preliminary approval or whenever the workweeks are equal to or exceed 12,597, whichever comes first. In the event that the Defendants elect to extend the workweeks beyond the 12,597 workweeks, the Gross Settlement Amount shall be increased by the percentage difference between the 10% increase and the actual increase (i.e., if the number of workweeks increases by 11%, Defendants shall increase the Gross Settlement Amount by 1%).
- D. This is not a “claims made” settlement. This is an all-in, common fund, non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments to the Settlement Class, inclusive of the individual employee’s (Class Member’s) share of his/her payroll tax withholdings only;
 - (2) **Third-Party Administration Expenses.** All fees and expenses of the settlement administrator associated with the administration of the settlement not to exceed, Twenty Thousand Dollars and Zero Cents (\$20,000.00);
 - (3) **Enhancement Award for Plaintiff.** Plaintiff may petition the Court to approve an Enhancement Award in an amount up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff’s efforts on behalf of the Settlement Class in this Action, including assisting in the investigation, discovery and consulting with Class Counsel and providing crucial documents to Class Counsel. Defendants shall not oppose any request by Plaintiff for an incentive Award in such an amount. Any Enhancement Award approved by the Court shall be paid to Plaintiff from the Gross Settlement Amount and shall be in addition to any distribution to which she may otherwise be entitled as a Settlement Class Member. The Enhancement Award shall not be considered wages, and the Settlement Administrator shall issue Plaintiff an IRS Form 1099 reflecting such payment. Plaintiff shall be responsible for the payment of any and all taxes with respect to her Enhancement Award and shall hold Defendant harmless from any and all liability with regard thereto. Plaintiff’s Enhancement Award, subject to Court approval, is also in recognition of Plaintiff’s general release of claims including a Civil Code section 1542 waiver. In the event that the Court reduces or does not approve the requested Enhancement Award, the Settlement Agreement remains in full force and effect, and it shall remain binding, and any unapproved amount shall be reallocated among the Class Members who did not opt-out of the Settlement;

- (4) **Class Counsel's Attorneys' Fees and Expenses.** As part of the motion for final approval of the Class Settlement, Class Counsel may submit an application for an award of Class Counsel's Attorneys' Fees and Expenses with the fee portion not to exceed One-Third of the Gross Settlement Amount (*i.e.*, \$125,000.00) and the award of actual costs and expenses not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). Defendants agree not to object to any such fee, cost or expense application in those amounts. The amount of Class Counsel's Attorneys' Fees and Expenses awarded by the Court shall be paid from the Gross Settlement Amount prior to arriving at the Net Settlement Amount and shall not constitute payment to any Settlement Class Members; and
- (5) **PAGA Distribution Amount.** Three Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$3,750.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Pursuant to Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Two Thousand Eight Hundred and Twelve Dollars and Zero Cents (\$2,812.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or Nine Hundred and Thirty-Eight Dollars and Zero Cents (\$938.00), will be paid to Settlement Class Members employed during the PAGA Period as the "PAGA Amount" as described below.

Employer's Taxes. "Employer's Taxes" shall mean and refer to Defendant Common Area Maintenance Services, Inc.'s share of payroll taxes (e.g. UI, ETT, Social Security and Medicare taxes) owed on the portion of any Class Participants Individual Settlement Amount that constitutes wages as allocated by the terms of this Stipulation. The Employer's Taxes shall be paid separate and apart from the Gross Settlement Amount.

- E. **Confidential.** This settlement shall remain confidential until the Motion for Preliminary Approval is filed with the Court.

4. **Settlement Payment Procedures.** Settlement Class Members are not required to submit a claim form to receive their individual settlement payment ("Individual Settlement Shares"). Individual Settlement Shares will be determined and paid as follows:

- A. The Settlement Administrator shall first deduct from the Gross Settlement Amount the amounts approved by the Court for the following: (1) Settlement Administrator's fees and expenses, (2) Plaintiff's Enhancement Award, (3) Class Counsel's attorneys' fees, costs and expenses, and; (4) the PAGA penalties. The remaining amount shall be known as the "Net Settlement Fund."
- B. From the Net Settlement Fund, the Settlement Administrator will calculate each Settlement Class Member's Individual Settlement Share based on the following formula:
- i. **Settlement Class Members:** Eighty Percent (80%) of the Net Settlement Fund shall be allocated to Settlement Class Members as follows: each

Settlement Class Member shall receive a proportionate settlement share based upon the number of workweeks worked during the Class Period, which shall be determined by multiplying the Net Settlement Fund by a fraction, the numerator of which is the Settlement Class Member's total workweeks worked during the Class Period, and the denominator of which is the total workweeks worked by all participating Settlement Class Members during the Class Period.

- ii. Wage Statement Amount: Ten Percent (10%) of the Net Settlement Fund shall be designated as the "Wage Statement Amount." Each Settlement Class Member shall receive a share of the Wage Statement Amount proportionate to the number of workweeks worked during the time period May 14, 2019 through the end of the Class Period based on the pro rata number of weeks worked by all Class Members. The Wage Statement Amount for each Class Member shall be calculated by multiplying 10% of the Net Settlement Fund by a fraction, the numerator of which is the Settlement Class Member's gross number of workweeks worked during this period, and the denominator of which is the total number of workweeks worked by all participating Settlement Class Members during this period.
- iii. Waiting Time Amount: Ten Percent (10%) of the Net Settlement Fund shall be designated as the "Waiting Time Amount." Each Settlement Class Member who separated their employment from Defendants at any time from May 14, 2017 through the end of the Class Period shall receive an equal share of the Waiting Time Amount. The total amount designated as "Waiting Time Amount" shall be divided equally among each participating Settlement Class Member who separated their employment from Defendants during this period.
- iv. PAGA Amount: In addition to the Net Settlement Fund, Three-Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$3,750.00) of the Gross Settlement Amount has been designated as the "PAGA Amount" as mentioned above. Each Settlement Class Member who was employed by Defendants at any time from April 28, 2019 through the end of the Class Period shall receive a portion of the PAGA Amount proportionate to the number of pay periods that he or she worked during this period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the Settlement Class Member's number of pay periods worked during this time period, and the denominator of which is the total number of pay periods worked by all participating Settlement Class Members during this time period.
- v. For purposes of calculations of each Settlement Class Members' Individual Settlement Share, in order for a week to count as a week worked for a particular Settlement Class Member, Defendants' payroll records must show that that Settlement Class Member worked at least one day during that week. The Settlement Administrator will be solely responsible for

determining each Settlement Class Members' proportionate share of the Net Settlement Amount.

- C. Within thirty (30) days after the Gross Settlement Amount has been fully funded with the Settlement Administrator by Defendant Common Area Maintenance Services, Inc., the Settlement Administrator will calculate Individual Settlement Share amounts and will prepare and mail settlement payments to Settlement Class Members.
 - D. For purposes of calculating applicable taxes and withholdings for the Settlement Class Members, Ten percent (10%) of each Individual Settlement Share shall be designated as wages subject to W-2 reporting and normal payroll withholdings; Forty-five percent (45%) of each Individual Settlement Share shall be designated as penalties; the remaining forty-five (45%) of each Individual Settlement Share shall be designated as interest and subject to IRS Form 1099 reporting with no withholdings. Notwithstanding the treatment of the payments to each Settlement Class Member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans. Defendants shall have no responsibility for the tax treatment of the non-wage components of the settlement payments.
 - E. Settlement payment checks issued to Settlement Class Members that remain uncashed one hundred eighty (180) calendar days after such checks are mailed by the Settlement Administrator ("Check Expiration Date") shall become void, and the funds associated with such voided checks, plus any accrued interest that has not otherwise been distributed (together, "Unused Funds"), shall be distributed to Dress for Success Worldwide West, located at 1933 S. Broadway – 11th Floor, Los Angeles, CA 90007.
 - F. The receipt of funds under the Settlement shall not entitle any Settlement Class Member to additional compensation or benefits of any kind under any of Defendants compensation or benefits plans, nor will it entitle any Settlement Class Member to any increased retirement or 401k plan benefits of any kind.
 - G. Neither Plaintiff nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.
5. **Class Counsel's Attorneys' Fees and Litigation Costs.** Defendants will not object to a request for a total award of attorneys' fees to Class Counsel of up to One-Third of the Gross Settlement Amount, which is currently estimated to be One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00), plus up to Thirty Thousand Dollars and Zero Cents (\$30,000.00) in verified costs and expenses related to the Lawsuit as supported by declaration. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date;

and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will file an application for attorneys' fees and costs concurrently with its motion for approval of settlement. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when it pays the fee award as approved by the Court. In the event that the Court reduces or does not approve Class Counsel's requested Fees and Expenses, the Settlement Agreement remains in full force and effect and shall remain binding, and any unapproved amount shall revert to the Net Settlement Fund (although Plaintiff shall retain the right to appeal any reduction in attorneys' fees or costs awarded)

6. **Plaintiff's Enhancement Award.** Defendants will not object to a request for a Class Representative Enhancement Award to Plaintiff in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) in exchange for her general release of her claims and waiver of Civil Code section 1542 with respect to the Released Claims, her time and risks in prosecuting this case, and her service to the Settlement Class. This payment will be in addition to Plaintiff's Individual Settlement Share as a Settlement Class Member and shall be reported on an IRS Form 1099 by the Settlement Administrator. It is the intent of the Parties that the Enhancement Award to the Plaintiff is for her service in connection with this Lawsuit and is not wages, therefore the Settlement Administrator shall not withhold any taxes from the Enhancement Award and shall report it on an IRS Form 1099, which shall be provided to Plaintiff and to the pertinent taxing authorities as required by law. Although it is the contemplation of the Parties that the Enhancement Award does not represent wages, the Internal Revenue Service, the California Franchise Tax Board, or some other taxing authority may take the position that some or all of the Enhancement Award constitutes wages for income tax and withholding purposes. Plaintiff agrees to assume the responsibility of remitting to the Internal Revenue Service, the California Franchise Tax Board, and any other relevant taxing authority the amounts required by law, if any, to be withheld by Defendants from the Enhancement Award paid under this Settlement Agreement.

7. **Settlement Administrator.** The Parties have agreed to utilize Phoenix Class Action Administration as the third-party Settlement Administrator and will seek Court approval to pay up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) from the Gross Settlement Amount for its services. The Settlement Administrator shall be responsible for sending all required notices, calculating the Net Settlement Fund, calculating each Class Member's Individual Settlement Share amount, preparing all checks and mailings and disbursing all Unused Funds as set forth in Section 4(D). The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after checks have been mailed to all Settlement Class Members.

8. Within a reasonable time after execution of the Settlement Agreement, Plaintiff shall submit the Motion for Preliminary Approval of the Class Settlement. Each party shall cooperate to present the Class Settlement to the Court for preliminary approval in a timely fashion.

9. **Notice Procedures.** Following Preliminary Approval, the Settlement Class shall be notified as follows:

- A. Subject to Court Approval, the Class Notice and Notice of Estimated Individual Settlement Share attached hereto as **Exhibit B** and shall be provided in both English and Spanish.

- B. Within twenty-one (21) days after entry of an order preliminarily approving this Settlement Agreement, Defendant Common Area Maintenance, Inc. will provide the Settlement Administrator with a Class List including the names, last known addresses, and social security numbers (in electronic format) of Settlement Class Members, as well as the total workweeks worked by each member of the Settlement Class during the Class Period, workweeks worked since May 14, 2016 through preliminary approval and/or workweeks exceed 12,597 workweeks, whichever comes first.
- C. Within fifteen (15) business days from receipt of the Class List, the Settlement Administrator shall: (i) run the names of all Settlement Class Members through the National Change of Address (“NCOA”) database to determine any updated addresses for Settlement Class Members; (ii) update the addresses of any Settlement Class Member for whom an updated address was found through the NCOA search; (iii) calculate initial estimates of Settlement Class Member’s respective Individual Settlement Shares; and (iv) mail the Notice Packet to each Settlement Class Member at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- D. The Settlement Administrator shall use its best professional efforts, including utilizing a “skip trace,” to track any Settlement Class Member’s mailing returned as undeliverable, and will re-send the Notice Packet promptly upon identifying updated mailing addresses through such efforts. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class Member.
- E. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline (defined below) shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class Member immediately and in any event within three (3) business days of obtaining the updated address. Settlement Class Members to whom Notice Packets are re-sent after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to mail a Request for Exclusion or objection.
- F. **Opt-Out/Request for Exclusion Procedures.** All Settlement Class Members will automatically participate in the Settlement unless they affirmatively opt-out by submitting a timely request for exclusion. Any Settlement Class Member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion (defined below) to the Settlement Administrator within forty-five days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).

- i. The Request for Exclusion: (1) must contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class Member; (2) must be signed by the Settlement Class Member; (3) must contain a statement that the Settlement Class Member wishes to exclude himself or herself from the Settlement Class; and (4) must be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice.
 - ii. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.
 - iii. Any Settlement Class Member who validly and timely requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement or have any right to object, appeal or comment thereon.
- G. **Objections.** Members of the Settlement Class who do not opt-out may object to this Settlement Agreement by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants' counsel, and counsel shall file them with the Court). Class Counsel and/or Defendants shall file any responses with the Court on or before the deadline to file the Motion for Final Approval. To be valid, any written objection must (1) contain the objecting Settlement Class Member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class Member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Notwithstanding the foregoing, any Settlement Class Member who does not opt out of the Settlement may appear in person and be heard at the Final Approval Hearing.
- H. **Challenges to Individual Settlement Share Calculations.** Settlement Class Members will have the opportunity, should they disagree with Defendants' records regarding the number of eligible workweeks or other information stated in their Notice Packet, to challenge the data provided. In order to challenge Defendants' data, the Settlement Class Member shall provide documentation and/or an explanation demonstrating that Defendants' data is incorrect and evidencing the correct number of eligible workweeks or other information that the Settlement Class Member believes they should have been credited with. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. The Settlement Administrator shall provide a copy of the challenge and any supporting documentation to counsel for the Parties within five (5) days of receipt.

- I. **Dispute Resolution.** The Settlement Administrator shall have the initial responsibility of resolving all disputes that arise during the settlement administration process, including, without limitation, disputes (if any) regarding the calculation of Individual Settlement Shares, the allocation of W-2 wages, and the number of Eligible Workweeks. Where the information submitted by Defendants from its records differs from the information submitted by the Settlement Class Member, the Settlement Administrator shall communicate with the Settlement Administrator, Class Counsel, and defense counsel to discuss and resolve the dispute, including providing all available relevant information to all counsel. The Parties will resolve all disputes jointly, which shall be final and binding on any Settlement Class Member disputes, and shall thereafter instruct the Settlement Administrator how to proceed in processing the disputed claim. If the Parties cannot reach an agreement, disputes shall be referred to the Settlement Administrator for a final determination and the Settlement Administrator's determination shall be binding upon the Settlement Class Member and the Parties.

10. **Right to Revoke.** Defendants shall have the right, at its sole discretion, to revoke this Settlement Agreement and stipulation (but not the obligation) if ten percent (10%) or more of the members of the Settlement Class timely Opt-Out from the settlement, by communicating that decision to both the Settlement Administrator and Class Counsel within fourteen (14) calendar days of the Response Deadline. Should Defendants exercise their right to revoke, Defendants will be solely responsible for the costs and fees incurred by the Settlement Administrator. Defendants agree that it will not take any actions to encourage or solicit Settlement Class Members to opt-out.

11. **Final Approval Process.** Following Preliminary Approval and the close of Response Deadline, Plaintiff shall apply to the Court for the entry of an Order:

- A. Granting Final Approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate to the Class Members;
- B. Approving Plaintiff's application for Settlement Administrator's fees and expenses, Plaintiff's Enhancement Award, Class Counsel's attorneys' fees, Class Counsel's costs and expenses, and the LWDA's share of the PAGA payment; and
- C. Entering judgment pursuant to California Rule of Court 3.769, said judgment shall be posted on the website of the Settlement Administrator for a period sixty (60) days following entry of the judgment.

Plaintiff agrees to provide counsel for Defendants with a draft of the Motion for Final Approval at least two business days prior to filing the same with the Court for Defendants' review.

12. **No Right to Object to or Request Exclusion from the PAGA Settlement.** PAGA Settlement Members shall have no right to object to, opt out of, or otherwise exclude himself or herself from the settlement of the PAGA portion of the Released Claims.

13. **Non-Admission.** Defendants deny that they have engaged in any unlawful activity, that it has failed to comply with the law in any respect, that it has any liability to anyone under the claims

asserted in the Lawsuit, and that, but for this settlement, a class should not be certified in this Lawsuit. Nothing in this Settlement Agreement is intended or shall be construed as an admission of liability, fault or wrongdoing by Defendants. Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. The Parties have entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

14. **Amendments or Modifications.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

15. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery or by e-mail at the addresses set forth on below, or such other addresses as the Parties may designate in writing from time to time:

if to Defendants:

Amber S. Healy
Atkinson, Andelson, Loya, Ruud & Romo APC
12800 Center Court Drive South, Suite 300
Cerritos, CA 90703-9364
AHealy@aallrr.com

if to Plaintiff:

Ronald W. Makarem
Makarem & Associates, APLC
11601 Wilshire Blvd., Suite 2440
Los Angeles, CA 90025-1760
Makarem@law-rm.com

16. **Voluntary Agreement.** The Parties acknowledge that they have entered into this Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress, or undue influence of any Party, and not in reliance on any promises, representations, or statements made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties hereto expressly waves any right he/it might ever have to claim that this Settlement Agreement was in any way induced by fraud.

17. **Opportunity to Consult with Counsel.** Prior to execution of this Settlement Agreement, each party has read this entire Settlement Agreement and has been given the opportunity to consult

with independent counsel of their choosing and to have such independent counsel advise as to the meaning of this Settlement Agreement and its legal effect.

18. **Authorization to Act.** The signatories hereby represent that they are fully authorized to enter into this Settlement and to bind the Parties hereto to the terms and conditions hereof.

19. **Mutual and Full Cooperation.** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may be reasonably necessary to implement the terms of this Settlement Agreement. The Parties shall use reasonable best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein.

20. **Fair Settlement and Cooperation in Drafting.** The Parties agree that this Settlement Agreement is the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which that Party has participated in the drafting of this Settlement Agreement.

21. **No Reliance on Representations.** The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Settlement Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Settlement Agreement, or with respect to any such matters that would alter or change the terms of this Settlement Agreement. No representations, warranties, or inducements have been made to any party concerning this Settlement Agreement other than those expressly set forth or referred to herein.

22. **Enforcement and Continuing Jurisdiction of the Court.** To the extent consistent with class action procedure, this Settlement Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement Class Members, to the fullest extent to enforce and effectuate the terms and intent of this Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or action taken and based on an alleged violation of any material term of the Settlement Agreement.

23. **Settlement Agreement Binding on Successors.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

24. **Meet and Confer Regarding Disputes.** Should any dispute arise among the Parties or their respective counsel regarding the implementation or interpretation of this Settlement Agreement, a representative of Class Counsel and defense counsel shall meet and confer in good faith in an attempt to resolve such disputes prior to submitting such disputes to the Court.

25. **Headings.** The descriptive heading of any section or paragraph of this Settlement Agreement is inserted for convenience of reference only and does not constitute a part of this Settlement Agreement and shall not be considered in interpreting this Settlement Agreement.

26. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof.

27. **Counterparts and Fax or Electronic Signatures.** This Settlement Agreement may be executed by the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

28. **No Collateral Attack.** This Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the Class Notice after the Final Effective Date. Such prohibited collateral attacks shall include but not be limited to claims that the Settlement Class Member failed for any reason to receive timely notice of the procedure for disputing the calculation of her or his Individual Settlement Shares.

29. **Governing Law.** This Settlement Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California.

EXECUTION BY PARTIES AND COUNSEL:

DATED: 10 / 29 / 2023

Nancy Garcia

By: Nancy Garcia
Plaintiff and Settlement Class Representative

DATED: Dec 6, 2023

David Herrera

By: David A. Herrera
Defendant

DATED: Dec 6, 2023

CAM PROPERTY SERVICES, INC.

By: David A. Herrera
By: David Herrera
Its: President

DATED:

MAKAREM & ASSOCIATES, APLC

By: Cameron Stewart
Ronald Makarem
Cameron Stewart
Attorneys for Plaintiff and the Class

APPROVED AS TO FORM:

DATED: 10/30/2023

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

By: Amber S. Healy
Amber S. Healy
Attorneys for Defendants

EXHIBIT B

Ronald W. Makarem, Esq. (SBN: 180442)
makarem@law-rm.com
Cameron A. Stewart, Esq. (SBN: 140300)
stewart@law-rm.com
MAKAREM & ASSOCIATES APLC
11601 Wilshire Boulevard, Suite 2440
Los Angeles, California 90025-1760
Telephone: (310) 312-0299
Facsimile: (310) 312-0296

Attorneys for Plaintiff NANCY GARCIA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

NANCY GARCIA, an individually and on
behalf of all others similarly situated,

Plaintiff,

v.

COMMON AREA MAINTENANCE
SERVICES, et al., and DOES 1 through 20,
inclusive,

Defendants.

Case No. 20STCV19361

[Assigned to Hon. Elihu M. Berle,
Dept. 6]

**NOTICE OF RULING RE: PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
OF SETTLEMENT**

Date: August 25, 2023

Time: 11:00 a.m.

Dept. 6

Complaint Filed: May 14, 2020

FAC Filed: August 4, 2020

TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:

Please take notice that on August 25, 2023, at 11:00 a.m. in Department 6 of the Los Angeles Superior Court at 312 North Spring Street, Los Angeles, CA. 90012, the Honorable Elihu M. Berle held a hearing on Plaintiff's Motion for Preliminary Approval of Settlement. Appearing at the hearing remotely via LA Court Connect were Lauren S. Gafa, counsel for Defendants CAM Services, Inc., *et al*, and Cameron A. Stewart on behalf of Plaintiff Nancy Garcia.

The Court granted Plaintiff's Motion for Preliminary Approval and issued the following orders:

1. Defendants shall deliver the Class List to Third-Party Administrator CPT by September 8, 2023;
2. Third-Party Administrator shall mail the Class Notice by September 22, 2023;
3. Plaintiff shall file her Motion for Final Approval of Settlement by October 23, 2023;
4. Opt-Outs and/or Objections to Settlement shall be submitted to Third-Party Administrator no later than November 27, 2023;
5. Defendants' opposition to Plaintiff's Motion for Final Approval shall be filed no later than December 26, 2023; and
6. Third-Party Administrator shall submit its administrative report no later than December 26, 2023.

Plaintiff was ordered to give notice and this is that notice.

Dated: September 1, 2023

MAKAREM & ASSOCIATES APLC

Cameron Stewart

Ron W. Makarem
Cameron A. Stewart
Attorneys for Plaintiff NANCY GARCIA,
individually and on behalf of all others
similarly situated

EXHIBIT C

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_L \frac{1}{2}$ Years Out of Law School $i_L \frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $i_L \frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_L \frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_L \frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $i_L \frac{1}{2}$ 4-7" on June 1, 1999, and tier $i_L \frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT D

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 2/23/2024

Invoice # 15684

Invoice submitted to:

Nancy Garcia

In Reference To: **Nancy Garcia v. Common Area Maintenance Services, Inc.
CAM Services**

Class Representative:
11/13/2019 - Present: Nancy Garcia

Matter No. 1764.001

Professional services rendered through February 23, 2024

Draft

Additional Charges :

	Amount
4/30/2020 Filing Fee for Private Attorneys General Act Notice; Labor and Workforce Development Agency Confirmation #Q8RCQ-PH6LH	75.00
5/14/2020 Filing Fee Complaint, Civil Case Cover Sheet, Summons, eFiling Charge, One Legal Credit Sale #02617388	9.95
Filing Fee, Civil Case Cover Sheet with addendum, Summons, Complaint, Bosco Invoice #4535413	1,720.70
5/18/2020 Filing Fee for PAGA letter, Confirmation #QBQ3H-LT1JG	75.00
6/2/2020 1st serve attempt on CAM services in Culver City regarding Nancy Garcia. Office was closed.	25.18
Mileage (\$2.68); Schuster Invoice #599.	
6/4/2020 Second serve attempt on CAM services in Culver City regarding Nancy Garcia. Office was closed.	25.18
Mileage (\$2.68); Schuster Invoice #599.	
6/29/2020 Third serve attempt on CAM Services in Culver City regarding Nancy Garcia. Bad Address.	25.18
Mileage (\$13.80), parking (\$6.00), copies (\$6.17); Schuster Invoice #599.	
Served Summons/Complaint on CAM Services in Torrance regarding Nancy Garcia. Mileage (\$17.28), copies to serve \$7.74, copies to mail (\$7.74); envelope (\$0.50); postage (\$1.80); Schuster Invoice #599.	80.06

We accept Mastercard and Visa

In Reference To: Nancy Garcia v. Common Area Maintenance Services, Inc. CAM Services

Class Representative:
11/13/2019 - Present: Nancy Garcia

Professional services rendered through February 23, 2024

	Amount
7/10/2020 Filing fee for PROOF OF SERVICE (2); Bosco Legal Services Invoice #4665169	84.95
7/27/2020 Filing fee for civil case cover sheet, summons, complaint; Bosco Legal Services Invoice #4692470	1,721.45
7/31/2020 Filing fee for summons; Bosco Legal Services, Invoice #4734076	136.95
8/6/2020 Filing fee for summons and First Amended Complaint; Bosco Legal Services, Invoice #4750208	134.95
Filing fee for summons and First Amended Complaint; Bosco Legal Services, Invoice #4750223	134.95
8/11/2020 Filing fee for Summons; Bosco Legal Services, Invoice #4767547	135.66
8/13/2020 Filing fee for First-Amended Summons (Complex); Bosco Legal Services, Invoice #4772689	84.95
9/17/2020 Filing Fee for Amendment to Complaint; One Legal Invoice #02838635.	14.15
9/18/2020 Filing Fee for Amendment to Complaint; BOSCO Invoice #4880716.	84.95
9/24/2020 Service of Summons/Class Action Complaint on David Herrera, Common Area Maintenance Services Inc, CAM Property Services Inc., Mileage (\$8.64), Copy fee (\$10.32); Schuster, Invoice #607.	45.21
Service of Summons/PAGA (Private Attorney General Act) Complaint on David Herrera, Common Area Maintenance Services Inc, CAM Property Services Inc., Mileage (\$8.64), Copy fee (\$11.61); Schuster, Invoice #607.	46.50
9/28/2020 Filing Fee for: Amended Complaint, Amendment to Complain, and Summons; One Legal Invoice #02857130.	14.15
10/1/2020 Filing fee for service of Summons/Complaint on CAM Services, Inc., CAM Property Services, Inc., Common Area Maintenance Services, Inc., David Herrera, mileage fee (\$17.28), and copy fees (\$15); Schuster Invoice #610.	77.28
10/2/2020 Filing fee for Proofs of Service and Proofs of Personal Service; One Legal, Invoice #02869715.	14.15
10/14/2020 Filing Fee for: Notice of Posting Jury Fees and Proof of Service by mail; One Legal, Invoice #02890227.	169.10
Filing Fee for: Case Management Statement and Proof of Service; One Legal, Invoice #02890233.	14.15
Remote attorney appearance fee for Case Management Conference on 10/16/20 at 8:30 AM; Los Angeles Superior Court VCourt, Confirmation #TK201015523176.	15.00
10/28/2020 Filing fee for service of Summons/Complaint on CAM Property Services, mileage fee (\$17.28), and copy fees (\$3.70); Schuster Invoice #610.	58.48
11/2/2020 Filing fee for Proof of Personal Service; One Legal, Invoice #02925974.	14.15
11/4/2020 Filing fee for Proof of Personal Service; One Legal, Invoice #02933223.	35.75
Remote attorney appearance fee for Initial Status Conference on 11/10/20; Los Angeles Superior Court, Los Angeles Court Connect, Confirmation #TK201106290035.	15.00
11/6/2020 Filing fee for Joint Initial Status Conference; One Legal, Invoice #02938384.	102.00
12/2/2020 System access fee and document service fee; Case Anywhere, Invoice #205444.	87.60
12/3/2020 Document access retrieval fee; Los Angeles Superior Court, Receipt #1201029J9779.	3.00
12/11/2020 Filing fee for: Request for Dismissal and Proof of Service; BOSCO, Invoice #5156345.	134.95

In Reference To: Nancy Garcia v. Common Area Maintenance Services, Inc. CAM Services

Class Representative:
11/13/2019 - Present: Nancy Garcia

Professional services rendered through February 23, 2024

	Amount
1/22/2021 Remote attorney appearance fee for Case Mangement Conference/Order to Show Cause hearing on 1/29/21 at 8:30 am.; Los Angeles Court Connect, Confirmation # TK210122538658.	15.00
1/28/2021 Document access fee; Los Angeles Superior Court, receipt #1210128J9633.	5.40
3/3/2021 System access fee (\$120) and document service fee (\$12); Case Anywhere, Invoice #213576.	132.00
3/10/2021 Remote attorney appearance fee for Motion to Compel; Journal Technologies Court Portal, Confirmation #CR-NQVBS7D5YCECVTF SK.	61.65
5/10/2021 Remote attorney appearance fee for Informal Discovery Conference on 5/20/21; Los Angeles VCourt, Confirmation #RTK210510292789.	15.00
6/3/2021 System access fee; Case Anywhere, Invoice #221859.	120.00
6/25/2021 Transcript fees for deposition of David Herrera taken in 5/27/21; Atkinson Baker invoice #AF03E99-AA.	909.16
9/3/2021 System access fee; Case Anywhere, Invoice #230240.	120.00
11/1/2021 Mediation fees for 12/1/21 mediation, case management fee (\$250); Judicate West, Invoice #546646.	6,250.00
11/29/2021 Transcript fee for the deposition of Nancy Garcia taken on 11/10/21; First Legal, Invoice #71593.	1,120.00
12/7/2021 System access fee; Case Anywhere, Invoice #238582.	120.00
12/10/2021 Expert services; Berger Consulting Group, Invoice #5358.	3,850.00
1/18/2022 Transcript fees for the deposition of Argelia Karaptian; Esquire Invoice #INV2103508.	963.50
3/5/2022 System access fees; Case Anywhere, invoice #246779.	132.00
5/11/2022 Filing fee for Peremptory Challenge; Bosco, invoice #7061186.	134.95
7/6/2022 System access fees; Case Anywhere, invoice #255314.	126.00
7/12/2022 Filing fee for Case Management Statement and Stipulation; Los Angeles Superior Court invoice #EF-8d5dd51351e8.	27.81
7/25/2022 Document access retrieval fee; Los Angeles Superior Court receipt #1220725J7013.	1.00
7/26/2022 Filing fee for Second Amended Complaint and Summons; Los Angeles Superior Court invoice #EF-f844711dff53.	7.26
9/8/2022 System access fees; Case Anywhere, invoice #263811.	126.00
9/16/2022 Filing fee for Motion, Declarations, Proposed Order, and Proof of Service; Los Angeles Superior Court invoice #EF-efca3695696a.	7.26
9/22/2022 Filing fee for Motion, Order, Declarations and Proof of Service; One Legal invoice #04391049.	78.96
12/5/2022 Filing fees for Notice; One Legal invoice #04574219.	17.19
2/8/2023 One Legal inv. # 19790736	13.33
2/21/2023 One Legal inv. # 19859836	17.66
One Legal inv. # 19859155	17.66
3/3/2023 Case Anywhere inv. # 280995	138.00
6/1/2023 One Legal inv. # 20524456 - Proof of Service	13.33
6/2/2023 Case Anywhere inv. # 290062	120.00
8/4/2023 One Legal inv. # 20942179 - Notice of Ruling	17.66
8/14/2023 One Legal inv. # 20992486 - Stipulation - No Order	17.66
One Legal inv. # 20992486 - Stipulation - No Order	17.66
9/5/2023 One Legal inv. # 21135899 - Notice, Order, Proof of Service	17.66
12/8/2023 Case Anywhere inv. # 309217	138.00

In Reference To: Nancy Garcia v. Common Area Maintenance Services, Inc. CAM
Services

Class Representative:
11/13/2019 - Present: Nancy Garcia

Professional services rendered through February 23, 2024

	Amount
Total additional charges	\$20,284.44
Balance due	\$20,284.44

Draft

EXHIBIT E

Daniel Bass

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Tuesday, February 27, 2024 4:59 PM
To: Daniel Bass
Subject: Thank you for your Proposed Settlement Submission

02/27/2024 04:58:26 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm