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individually, and on behalf of all others
similarly situated

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

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

Plaintiff,

vs.

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

Defendants.

CASE NO. 20STCV19361

**PLAINTIFF'S SUPPLEMENTAL
BRIEF IN SUPPORT OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed concurrently with supporting
declarations]*

Date: June 26, 2024

Time: 10:00 a.m.

Department: 6

Complaint Filed: May 14, 2020

1 **SUPPLEMENTAL BRIEF IN SUPPORT OF FINAL APPROVAL**

2 **I. INTRODUCTION AND PROCEDURAL BACKGROUND**

3 Pursuant to California Rules of Court, Rule 3.769(g), Plaintiff, Nancy Garcia (“Class
4 Representative” or “Plaintiff”), as Class Representative—of the “Class” or “Settlement Class” of
5 all current and former non-exempt field or administrative employees employed by Defendants CAM
6 Services, Inc., et al. in California at any time from May 14, 2016, through the earlier of either the
7 Court has given (1) preliminary approval of the Class Settlement or (2) whenever the workweeks for
8 the Settlement Class exceed 12,597 seeks final approval of the “Joint Stipulation of Settlement and
9 Release of Class Action” (“Settlement” or “Settlement Agreement”) set forth in Plaintiff’s
10 Motion for Preliminary Approval, which was granted by this Court on August 25, 2023.
11 (Supplemental Declaration of Daniel J. Bass [“Supp. Bass Decl.”], ¶ 2).

12 This supplemental brief and declarations in support thereof, follows the Court’s March 22,
13 2024 hearing on Plaintiff’s Motion for Final Approval where the Court requested additional
14 information regarding several issues by no later than May 20, 2024. (Supp. Bass Decl. ¶ 3)
15 Specifically, the Court requested that the following additional information be provided:

- 16 1) a supplemental administrator’s brief that states the outcome of the notice process and
17 also clearly articulates the workweek information received from Defendants to see if the
18 escalation clause was triggered (*Id.*);
19 2) evidence that the settlement and briefing was uploaded to the LWDA (*Id.*); and
20 3) an explanation as to why Defendants signed the Settlement Agreement after
21 preliminary approval had been granted (*Id.*).

22 As set forth in Plaintiff’s Notice of Motion and Motion for Final Approval of Class Action
23 Settlement dated February 27, 2024 (“MFA”), the Settlement, and all of its terms, satisfies
24 California Rules of Court, Rule 3.769, and other applicable laws, such that this Court should grant
25 final approval. It is the Plaintiff’s hope that this additional briefing, including the supportive
26 declarations filed in support hereof, resolves any remaining questions of the Court so that Parties’
27 Settlement can be finally approved.

28 **II. SUPPLEMENTAL INFORMATION IN SUPPORT OF FINAL APPROVAL**

1 **A. Supplemental Administrator’s Brief**

2 As an initial matter and as mentioned during the March 22, 2024 hearing on Plaintiff’s Motion
3 for Final Approval it appears that though a declaration from the Settlement Administrator (CPT) was
4 served to Defendants and to the Court via Case Anywhere (and uploaded to the LWDA via its
5 website) the Declaration was not formally filed due to a clerical error where two copies of Plaintiff’s
6 declaration were filed instead of one from the Plaintiff and one from the administrator. (Supp. Bass
7 Decl. ¶ 4). As such, the Declaration of Irvin Garcia on Behalf of CPT Group, Inc. Regarding
8 Settlement Administration and Notice (“CPT Declaration”) will be submitted again and for formal
9 filing along with this supplemental brief. (*Id.*)

10 Plaintiff additionally hereby submits the Supplemental Declaration of Irvin Garcia on Behalf
11 of CPT Group, Inc. Regarding Settlement Administration and Notice (“Supp. CPT Declaration”)
12 directly addressing the Court’s questions regarding notice and workweek information. (Supp. Bass
13 Decl. ¶ 5). That supplemental declaration clearly states the results of the notice process and that the
14 escalation clause was not triggered. (*Id.*)

15 CPT received the Court-approved text for the Notice Packet from Counsel on September
16 5, 2023. (Supp. CPT Decl. ¶ 4) CPT finalized a 6-page Notice Packet into English and Spanish,
17 respectively. (Supp. CPT Decl. ¶ 5, Exhibit A). CPT received written approval from all parties
18 and a sufficient number were printed to mail to all Class Members. (*Id.*)

19 On January 4, 2024, CPT received a class data file from Defense Counsel that contained
20 names, last known mailing addresses, Social Security numbers, employment dates and work
21 weeks during the class period. (Supp. CPT Decl. ¶ 6). The finalized class list contained 186 Class
22 Members. (*Id.*) The finalize Total Class Workweeks were 12,560. (*Id.*) The Escalator Clause
23 Total Class Workweek threshold was 12,597 Class Workweeks, therefore the Escalator Clause
24 was not triggered. (*Id.*)

25 On January 15, 2024, CPT conducted a National Change of Address (NCOA) search in an
26 attempt to update the class list of addresses as accurately as possible, for all Settlement Class
27 Members. (Supp. CPT Decl. ¶ 7). A search of this database provides updated addresses for any
28 individual who moved in the previous four years and notified the U.S. Postal Service of a change

1 of address. (*Id.*) As a result of the NCOA, CPT was able to locate 18 updated addresses. (*Id.*) The
2 Notice Packets were enclosed in envelopes with the names and known addresses printed on them.
3 (Supp. CPT Decl. ¶ 8). On January 16, 2024, the Notice Packets were mailed via U.S. first class
4 mail to all Class Members. (*Id.*)

5 14 Notice Packets were returned to CPT's office by the Post Office. (Supp. CPT Decl. ¶
6 9). CPT performed a Skip Trace on all returned mail with no forwarding addresses in an effort to
7 locate a better address using Accurant, one of the most comprehensive address databases
8 available. (*Id.*) It utilizes hundreds of different databases supplied by credit reporting agencies,
9 public records and a variety of other national databases. (*Id.*)

10 As a result of either skip trace, forwarding address provided from the Post Office, or
11 request from counsel or the Class Member themselves, a total of 13 Notice Packets have been re-
12 mailed to date. (Supp. CPT Decl. ¶ 10). As of April 8, 2024, there is ultimately 1 Notice Packet
13 undeliverable with no forwarding address, where no new address could be found through skip
14 trace. (*Id.*)

15 Class Members had until March 22, 2024, to submit objections, disputes and/or requests
16 for exclusion. (Supp. CPT Decl. ¶ 11). As of April 8, 2024, CPT has not received any written
17 objections to the settlement from Class Members. (Supp. CPT Decl. ¶ 12). As of April 8, 2024,
18 CPT has not received any disputes from Class Members regarding their workweeks. (Supp. CPT
19 Decl. ¶ 13). As of April 8, 2024, CPT has not received any written requests for exclusion. (Supp.
20 CPT Decl. ¶ 14).

21 As of April 8, 2024, CPT reported that a total of 186 participating Class Members are part
22 of this class action settlement, representing a 100% participation rate. (Supp. CPT Decl. ¶ 15) As
23 of April 8, 2024, the total amount to be distributed to participating Class Members is calculated to
24 be \$197,437.50. (*Id.*) The lowest payment to a participating Class Member is \$12.52. (*Id.*) The
25 average payment to each participating Class Member is estimated at \$1,061.49. (*Id.*) The highest
26 payment to a participating Class Member is estimated at \$4,510.96. (*Id.*)

27 **B. Notice to the LWDA**
28

1 Concurrently with her submission to the Court on February 27, 2024, Plaintiff provided
2 notice to the LWDA of the proposed settlement herein by uploading the proposed settlement,
3 motion for final approval, the proposed order granting the same and the supportive declarations of
4 Irvin Garcia from CPT, the Plaintiff and of Daniel Bass to the LWDA's website. (Supp. Bass Decl.,
5 ¶ 6, Exh. 1) As of the date of this filing, Plaintiff has not received any notice or other communication
6 from the LWDA stating its disagreement with the proposed settlement. (Supp. Bass Decl., ¶ 7)
7 Along with this submission to the Court, Plaintiff's Counsel again uploaded this supplemental brief
8 and supportive declarations to the LWDA's website and providing notice of the time, date and
9 location continued hearing on Plaintiff's motion. (Supp. Bass Decl., ¶ 8).

10 As such, the LWDA has received more than sufficient notice of this proposed settlement
11 and Plaintiff would request the Court grant approval thereof.

12 **C. Disparity Between the Date of Preliminary Approval and Defendants'**
13 **Signature on the Settlement Agreement**

14 As noted by the Plaintiff's Motion for Final Approval (see Declaration of Daniel J. Bass
15 in Support of Plaintiff's Motion for Final Approval of Class Action Settlement ["Bass Decl."] ¶
16 10) and the Court at the March 22, 2024 hearing of this matter, the Defendants signed the
17 Settlement Agreement on or about December 6, 2023, after the Court granted preliminary
18 approval on or about August 25, 2023. (*Id.*; see also Supp. Bass Decl., ¶ 9). From the discussions
19 between counsel for the Parties and review of the records for this matter, it is the Parties
20 understanding that this occurred because the Court granted preliminary approval of a redlined
21 settlement agreement that had not yet been executed following revisions at the behest of the
22 Court. (Supp. Bass Decl., ¶ 10)

23 Plaintiff initially moved for preliminary approval with a hearing set for October 26, 2022
24 based on an agreement that was fully executed on August 12, 2022. (Supp. Bass Decl., ¶ 11; see
25 also Plaintiff's September 16, 2022 Declaration of Ronald W. Makarem in Support of Plaintiff's
26 Notice of Motion and Motion for Preliminary Approval of Class Action Settlement). Following
27 that hearing the Parties revised their proposed settlement and submitted unexecuted redlines of a
28 proposed settlement to the Court on or about February 8, 2023 and did so again on or about June

1 1, 2023. (Supp. Bass Decl., ¶ 12) When the Court ultimately granted preliminary approval at the
2 continued August 25, 2023 hearing on the matter it is the Plaintiff's understanding through
3 discussion with counsel and review of the record¹ that the approval was provided as to the
4 Settlement Agreement as presented in the redlined revisions submitted rather than an executed
5 copy. (Supp. Bass Decl., ¶ 13)

6 Following Preliminary Approval, the Plaintiff and her counsel executed the Settlement
7 Agreement presented to the Court in redline revisions and the Parties and the administrator
8 proceeded with preparing the notice to the Class. (Supp. Bass Decl., ¶ 14) During that process it
9 was noticed that Defendants had not signed the revised settlement agreement the Court had
10 approved, so they ultimately did so on December 6, 2023 and notice was provided about a month
11 later. (*Id.*; *see also* Bass Decl., Exhibit A).

12 As such, though the timing of the formal signatures on the agreement may be after the
13 Court's granting of preliminary approval, all Parties have been acting in accordance with the
14 jointly drafted Settlement Agreement which was preliminarily approved of by the Court.

15 **III. CONCLUSION**

16 For the foregoing reasons and those stated in Plaintiff's prior briefing, Plaintiff
17 respectfully requests that the Court grant final approval the proposed settlement, certifying the
18 Settlement Class, and entering the Proposed Order and Proposed Judgment submitted with
19 Plaintiff's Motion for Final Approval of Class Action Settlement.

20
21 Dated: May 20, 2024

MAKAREM & ASSOCIATES, APLC

22
23 By: Daniel Bass

Daniel J. Bass

Attorney for Plaintiff Nancy Garcia

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27
28 ¹ The handling attorneys for both Plaintiff and Defendants changed between preliminary and final approval due to the departure of the prior handling attorneys from their respective firms. (Supp. Bass Decl., ¶ 13)