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8 Attorneys for Plaintiff Randy Garcia, on behalf of himself and all "aggrieved employees" pursuant
9 to Labor Code § 2698 *et seq.*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN DIEGO**

12 RANDY GARCIA, on behalf of himself and
13 all "aggrieved employees" pursuant to Labor
Code § 2698 *et seq.*,

14 Plaintiff,

15 v.

16 LETTER RIDE, LLC, a California limited
17 liability company, and DOES 1 through 10,
18 inclusive,

19 Defendants.

CASE NO: 37-2021-00025100-CU-OE-CTL

*Assigned to for all Purposes to the Honorable
Eddie C. Sturgeon, Dept. C-67*

**DECLARATION OF ALEX P.
KATOFISKY IN SUPPORT OF
STIPULATION AND [PROPOSED]
ORDER APPROVING SETTLEMENT OF
CLAIMS AND DISMISSING ACTION**

[CRC 3.769, Labor Code § 2698 *et seq.*]

[Filed Concurrently with Declaration of Alex
P. Katofsky]

Complaint Filed: December 27, 2019

23 I, ALEX P. KATOFISKY, hereby declare and state as follows:

24 1. I am an attorney duly admitted to the practice of law in the State of California. I am a
25 senior associate at Gaines & Gaines, APLC, counsel for Plaintiff Randy Garcia ("Plaintiff") in this
26 action. I have personal knowledge of the facts set forth herein and if called to testify to them, I could
27 and would do so competently.

28 \\\

2. On June 8, 2021, Plaintiff Randy Garcia, on behalf of himself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.* (“Plaintiff”), filed a representative action complaint against Defendant City Wide Protection Services, Inc. (“Defendant”), seeking penalties pursuant to Labor Code § 2699(f) for Violations Of Labor Code §§ 201, 202, 204, 226(a), 226.7, 510, 512, 1194, and 2802 and pursuant to Labor Code § 2699(a) for violations of Labor Code § 210, 226.3 and 558 (the “Action”).

3. After a review of Defendant's financial condition, I have determined that Defendant does not have the financial ability to defend and pay for a PAGA-wide settlement. Furthermore, liability is disputed. This determination is based on information provided by Defendant in this matter.

4. The Parties have negotiated a settlement of Plaintiff's individual claims only, and the PAGA claims will be dismissed without prejudice. A true and correct copy of the Settlement is attached hereto as **Exhibit A**.

5. The settlement between Plaintiff and Defendant does not contemplate the waiver of any claims by anyone other than Plaintiff and does not provide for the waiver of PAGA claims asserted on behalf of any employee or the state, such that there is no allocation of civil penalties in the Settlement.

6. Concurrent to the filing of this Stipulation, the Parties have submitted the Settlement Agreement to the LWDA in compliance with Labor Code section 2699(1)(2).

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on this 24th day of August, 2021 at Calabasas, California.


ALEX P. KATOFSKY

EXHIBIT A

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and General Release of All Claims ("Agreement") is made by and between Letter Ride, LLC ("Defendant") and Randy Garcia ("Mr. Garcia" or "Plaintiff") (collectively sometimes hereinafter referred to as the "Parties") with respect to the following facts:

A. Mr. Garcia is a former employee of Letter Ride, LLC.

B. On or about June 8, 2021, Mr. Garcia filed a Representative Action Complaint for Penalties pursuant to Labor Code Section 2699(f) ("PAGA") for violations of Labor Code Sections 201, 202, 204, 226(a), 226.7, 510, 512, 1194 and 2802 and pursuant to Labor Code Section 2699(a) for violations of Labor Code Sections 210, 226.3 and 558, entitled *Randy Garcia v. Letter Ride, LLC*, San Diego County Superior Court Case No. 37-2021-00025100-CU-OE-CTL (the "Action").

C. Defendant denies any wrongdoing and disputes Mr. Garcia's allegations.

D. Mr. Garcia has been advised that Letter Ride is in extreme financial distress, and there is no practical way to settle this case as to a representative PAGA group. As such, Mr. Garcia will request permission from the Court to dismiss the representative PAGA claims without prejudice, and to settle his individual claim.

E. Defendant and Mr. Garcia now desire to settle all claims asserted, or that could have been asserted, including but not limited to any claims that may have arisen before, during or after Mr. Garcia's employment with Defendant.

THEREFORE, in consideration of the promises and mutual agreements hereinafter set forth, it is agreed by and between the undersigned as follows:

1. Settlement Payment.

1.1 Subject to Mr. Garcia obtaining approval of this settlement as set forth in Section 2 below, Defendant agrees to pay Mr. Garcia a Total Settlement Sum in the amount of Ten Thousand Dollars (\$10,000). Payment of the Total Settlement Sum will be made payable to "Gaines & Gaines, APLC Client Trust Account." The parties agree the payment is for Mr. Garcia's individual California Labor Code penalties and interest, and his attorneys' fees and costs, and will be reported on an IRS Form 1099. The check will be mailed to "Alex Katofsky, Esq., Gaines & Gaines, APLC, 27200 Agoura Road, Ste. 101, Calabasas, CA 91301 within seven (7) business days after the Superior Court enters an order dismissing the Action as set forth in Section 5 below.

1.2 Mr. Garcia acknowledges and agrees that the payment of the Total Settlement Sum and the other agreements made herein by Defendant constitute adequate legal consideration for the promises and representations made by him in this Agreement.

1.3 Neither party has provided any advice to the other regarding the tax consequences of this settlement. Mr. Garcia understands and agrees that he shall be solely

responsible for the payment of any taxes or penalties assessed in regard to the settlement. Mr. Garcia agrees to fully indemnify and hold harmless Released Parties (as defined in paragraph 3.1) from any and all taxes, interest or penalties that may be required by any government agency at any time as a result of Mr. Garcia's failure to pay taxes due on the Total Settlement Sum..

1.4 Mr. Garcia agrees that irrespective of the payment of the amount referenced in Section 1.1, Defendant has paid all wages and other compensation owed to him by Defendant, including, but not limited to, all wages, salary, bonuses, commissions, business expenses, allowances, vacation pay and other benefits as a result of his employment and/or the termination of that employment.

2. Dismissal of Action Without Prejudice.

California Labor Code section 2699(1)(2) provides: "The superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court." As such, Mr. Garcia shall file a request for approval of the settlement of the Action and dismissal of the Action without prejudice to the rights of any person (except Mr. Garcia) under PAGA. Defendant shall cooperate in the filing of the stipulation by providing information supporting its financial distress. This Agreement is contingent upon the Superior Court entering an order approving the settlement of the Action as set forth in this Agreement. Mr. Garcia shall dismiss his individual claims with prejudice.

3. General Release by Mr. Garcia.

3.1 Subject to Defendant's full payment of the Total Settlement Sum, Mr. Garcia unconditionally, irrevocably and absolutely releases and discharges the Defendant, and affiliated entities of the Defendant, past and present, as well as its/their past and present employees, officers, directors, members, agents, attorneys, business partners, customers, successors, and assigns (collectively, "Released Parties"), from all claims related in any way to the transactions or occurrences between Mr. Garcia and the Released Parties to date, to the fullest extent permitted by law, including, but not limited to, any losses, liabilities, claims, demands, and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of, or in any way connected with, Mr. Garcia's employment with Defendant, the termination of Mr. Garcia's employment and any claims that were made or could have been made in the Action. This release is intended to have the broadest possible application and includes, but is not limited to, any tort, contract, common law, constitutional, or other statutory claims, as well as alleged violations of the California Labor Code, any applicable California Industrial Welfare Commission order, the California Business and Professions Code, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the Americans with Disabilities Act, the Family and Medical Leave Act, all as amended, any common law unfair competition law, claims for breach of contract, wrongful termination, constructive termination, retaliation, defamation, infliction of emotional distress (intentional and negligent), and all claims for attorneys' fees, costs, and expenses. However, this release shall not apply to claims for workers' compensation benefits or unemployment insurance benefits or any other claims of Mr. Garcia that cannot, by statute, lawfully be waived by this Agreement. Mr. Garcia acknowledges that he had no work-related injuries as of the date of her termination.

3.2 Mr. Garcia acknowledges that he may discover facts or law different from, or in addition to, the facts or law that Mr. Garcia knows or believes to be true with respect to the claims released in this Agreement and agrees, nonetheless, that this Agreement and the release contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them.

3.3 Mr. Garcia declares and represents that he intends this Agreement to be final and complete and not subject to any claim of mistake. Mr. Garcia executes this release with the full knowledge that this release covers all possible claims against the Released Parties, to the fullest extent permitted by law.

3.4 Mr. Garcia expressly waives any right to recover any type of personal relief from the Defendant, including monetary damages or reinstatement, in any administrative action or proceeding, whether state or federal, and whether brought by Mr. Garcia or on Mr. Garcia's behalf by an administrative agency, related in any way to the matters released herein.

4. California Civil Code Section 1542 Waiver. Mr. Garcia expressly acknowledges and agrees that all rights under Section 1542 of the California Civil Code are expressly waived. That section provides:

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.

5. Dismissal of Action. Mr. Garcia agrees to obtain the dismissal of the Action in its entirety as provided herein, by taking all necessary steps to secure such dismissal, including authorizing his attorney to execute a stipulation for or request for dismissal, which shall be filed with the Court and served on Defendant's counsel within five (5) calendar days after this Agreement is executed by the Parties. The Court's dismissal of the Action is a material term of this Agreement.

6. No Admissions. By entering into this Agreement, the Released Parties make no admission that they have engaged, or are now engaging, in any unlawful conduct. The Parties understand and acknowledge that this Agreement is not an admission of liability and shall not be used or construed as such in any legal or administrative proceeding.

7. Voluntary Agreement. This Agreement is intended by the parties to effectuate the knowing and voluntary release of all known and unknown claims. As such, the parties agree as follows:

7.1 Mr. Garcia acknowledges that he has read and understands this Agreement, that he has been advised to consult with an attorney regarding this Agreement, and that he has received all advice he deems necessary prior to executing this Agreement.

7.2 Mr. Garcia acknowledges he has been given sufficient time to consider whether to enter into this Agreement, and has taken as much of this time as he deems necessary to consider whether to enter into this Agreement.

7.3 Mr. Garcia acknowledges that he is entering into this Agreement freely and voluntarily and without coercion, duress, fraud or undue influence of any kind whatever.

8. Confidentiality. Mr. Garcia agrees that confidentiality is an important term of this Agreement. The terms and conditions of this Agreement shall remain confidential, and neither Mr. Garcia nor any agent of Mr. Garcia shall disclose, directly or indirectly, the terms and conditions of this Agreement to any other person or entity, except that this Agreement, together with a stipulation and order seeking approval of the settlement and dismissal of the Action, shall be filed with the Superior Court, the Labor and Workforce Development Agency as required under PAGA, and as otherwise allowed in this Agreement. Mr. Garcia specifically agrees that he will not disclose that he has received the Total Settlement Sum described above, or that Mr. Garcia has received any money or benefits relating to his separation from employment, except in confidence to Mr. Garcia's spouse/domestic partner, attorneys or financial advisors, unless required to do so by law. Mr. Garcia agrees that disclosure of any of the terms or conditions of this Agreement, except as expressly authorized herein, shall constitute and be treated as a material breach of this Agreement. Nothing in this Agreement shall be construed to prevent Mr. Garcia from responding truthfully and completely to any lawfully issued court order or subpoena or from communicating with a government agency.

9. Non-Disparagement and Reference Check Requests. Mr. Garcia agrees not to make, induce or attempt to influence anyone to make, any false, defamatory, disparaging, or derogatory statements (whether written or oral) regarding the Defendant or any of the Released Parties, directly or indirectly, to any other person or entity, or in the presence of any third party, including without limitation, statements made or sent on the internet, social media or by text which would reflect negatively or poorly upon any of the Released Parties. Nothing in this Agreement shall be construed to prevent Mr. Garcia from responding truthfully and completely to any lawfully issued court order or subpoena or from communicating with a government agency. Further, nothing in this Agreement is intended to suppress or limit Mr. Garcia's right to testify in any administrative, legislative or judicial forum about alleged criminal conduct or sexual harassment, or to prevent the disclosure of factual information related to claims filed in a civil or administrative action regarding sexual assault, sexual harassment or other forms of sex-based workplace harassment, discrimination or retaliation, to the extent such communications are expressly protected under California law. If Mr. Garcia directs a potential employer to Defendant for a reference check request, it shall provide a neutral reference and disclose only Mr. Garcia's dates of employment and last position held.

10. Severability. In the event any provision of this Agreement shall be found unenforceable by a court of competent jurisdiction, the provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the Released Parties shall receive the benefits contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

11. Integration. This Agreement contains the entire agreement between the Defendant and Mr. Garcia on the subjects addressed in this Agreement and replaces any other prior agreements or representations, whether oral or written, between them.

12. Applicable Law. The validity, interpretation, and performance of this Agreement shall be construed and interpreted according to the laws of the United States of America and the State of California.

13. Binding on Successors. The Parties agree that this Agreement shall be binding on, and inure to the benefit of Mr. Garcia's or the Defendant's successors, heirs, and/or assigns.

14. Full Defense. This Agreement may be pled as a full and complete defense to, and may be used as a basis for an injunction against, any action, suit or other proceeding that may be prosecuted, instituted, or attempted by the Parties in breach hereof. In the event an action or proceeding is instituted by the Parties in order to enforce the terms or provisions of this Agreement, the prevailing party shall be entitled to an award of reasonable costs and attorneys' fees incurred in connection with enforcing this Agreement.

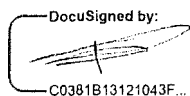
15. Good Faith. The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

16. Modification. This Agreement may be amended only by a written instrument executed by all Parties hereto.

17. Counterparts. This Agreement may be executed in counterparts and shall be binding on all Parties when each has signed either an original or copy of this Agreement.

18. Effective Date. This Agreement shall become effective immediately once it has been executed by both parties.

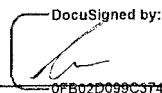
THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

DocuSigned by:

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Randy Garcia

agosto 25, 2021

Dated: _____

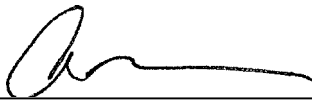
DocuSigned by:

0F802D099C374D5...

Roman Lara, Owner Operator
Letter Ride, LLC

Dated: 8/27/2021

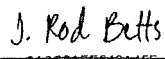
APPROVED AS TO FORM AND CONTENT:

Dated: 8/25/21



Alex P. Katofsky, Esq.
Gaines & Gaines, APLC
Attorneys for Randy Garcia

Dated: 8/25/2021

DocuSigned by:


J. Rod Betts
Paul, Plevin, Sullivan & Connaughton LLP
Attorneys for Letter Ride, LLC

921599.1

1 **PROOF OF SERVICE**

2 I am employed in the County of LOS ANGELES, State of California. I am over the age of 18 and not a party
3 to the within action; my business address is 27200 Agoura Road, Suite 101, Calabasas, CA 91301

4 _____ (For messenger) my business address is:

5 On August 27, 2021, I served the foregoing document described as **DECLARATION OF ALEX P.**
6 **KATOFSKY IN SUPPORT OF STIPULATION AND [PROPOSED] ORDER APPROVING SETTLEMENT OF**
7 **CLAIMS AND DISMISSING ACTION** on the interested parties in this action by placing a true copy thereof enclosed
8 in sealed envelopes addressed as follows:

9 **J Rod Betts**
10 **PAUL, PLEVIN SULLIVAN & CONNAUGHTON LLP**
11 **101 West Broadway, Ninth Floor**
12 **San Diego, CA 92101**

13 **Attorneys for Defendant,**
14 **Letter Ride, LLC**

15 X (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
16 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection
17 and processing correspondence for mailing. It is deposited with United States postal service on that same
18 day in the ordinary course of business. I am aware that on motion of party served, service is presumed
19 invalid if postal cancellation date or postage meter date is more that one day after date of deposit for
20 mailing in affidavit.

21 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
22 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an
23 authorized carrier or driver authorized by the express carrier to receive documents.

24 _____ (BY FACSIMILE TRANSMISSION) On _____, at _____ a.m./p.m., at Calabasas, California, I served
25 the above-referenced document on the above-stated addressee by facsimile transmission pursuant to Rule
26 2008 of the California Rules of Court. The telephone number of the sending facsimile machine was
27 (818)703-8984 and the telephone number(s) of the receiving facsimile machine was () ____-____. A
28 transmission report was properly issued by the sending facsimile machine, and the transmission was
reported as complete and without error. Copies of the facsimile transmission cover sheet and the
transmission report are attached to this proof of service.

_____ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic
transmission via email on the counsel of record listed above.

22 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described document to be delivered to the
23 Labor & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov) in
24 accordance with the procedure imposed by the LWDA.

25 I declare under penalty of perjury that the foregoing is true and correct.
26 Executed on August 27, 2021, at Calabasas, California.

27 
28 JEREMY REYES