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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

KING GARCIA, individually and on behalf of
others similarly situated;

Plaintiff,
vs.

CITY WIDE PROPERTY SERVICES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 34-2022-00328787 (lead case)
Consolidated with Case No. 23CV005878

*Assigned for all purposes to the Hon. Jill
Talley, Dept. 23*

CLASS ACTION

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Date: September 13, 2024
Time: 9:00 a.m.
Dept: Department 23

RICHARD ARRIAGA, as an aggrieved
employee and Private Attorney General,

Plaintiff,
vs.

CITY WIDE PROPERTY SERVICES, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Actions (“Action”) having come before the Court
3 on September 13, 2024, for a hearing and Final Order Approving Class Action and PAGA
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA
6 Settlement and First Amendment thereto (“Agreement”), and due and adequate notice having been
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
10 **FOLLOWS:**

11 1. The Court GRANTS Plaintiffs King Garcia and Richard Arriaga’s (“Plaintiffs”) Motion for Final Approval of Class Action and PAGA Settlement.

12 2. All terms used herein shall have the same meaning as defined in the Agreement and
13 Amendment thereto.

14 3. The term “Class” and “Class Members” shall mean the following: “All current and
15 former hourly-paid, non-exempt employees of Defendant City Wide Property Services, Inc. who
16 were employed by Defendant City Wide Property Services, Inc., in the State of California, at any
17 time between October 21, 2018, and December 31, 2023.” The term “Participating Class Member”
18 includes all Class Members who did not submit a timely and valid Request for Exclusion as
19 provided in the Agreement.

20 4. The term “PAGA Members” shall mean the following: “All current and former
21 hourly-paid, non-exempt employees of Defendant City Wide Property Services, Inc. who were
22 employed by Defendant City Wide Property Services, Inc., in the State of California, at any time
23 between May 26, 2022, and December 31, 2023.”

24 5. This Court has jurisdiction over the subject matter of this Action and over all Parties
25 to this Action, including all Class Members and PAGA Members.

26 6. Distribution of the Class Notice directed to the Class Members as set forth in the
27 Agreement and the other matters set forth therein has been completed in conformity with the
28

1 Preliminary Approval Order, including individual notice to all Class Members who could be
2 identified through reasonable effort, and the best notice practicable under the circumstances. The
3 Class Notice provided due and adequate notice of the proceedings and of the matters set forth
4 therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to
5 such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class
6 Members, all Released Class Claims and all Released PAGA Claims, are covered by and included
7 within the Settlement and this Final Order.

8 7. The Court hereby finds the Settlement was entered into in good faith pursuant to
9 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
10 finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the
11 standards and applicable requirements for final approval of this class action settlement under
12 California law, including the provisions of California Code of Civil Procedure section 382 and
13 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
14 *Superior Court*, 4 Cal.3d 800, 821 (1971).

15 8. The Court hereby confirms Protection Law Group, LLP, Lawyers *for* Justice, PC,
16 JCL Law Firm, PC, and Zakay Law Group APC as Class Counsel.

17 9. The Court hereby approves the Settlement set forth in the Agreement and finds that
18 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
19 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
20 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that
21 the Parties have conducted extensive investigation and research, and counsel for the Parties are
22 able to reasonably evaluate their respective positions. The Court also finds that Settlement at this
23 time will avoid additional substantial costs, as well as avoid the delay and risks that would be
24 presented by the further prosecution of the Action. The Court has reviewed the benefits that are
25 being granted as part of the Settlement and recognizes the significant value to the Class Members.
26 The Court also finds that the Class is properly certified as a class for settlement purposes only.

27 10. Upon the complete funding of the Gross Settlement Amount and all applicable
28 employer-side payroll taxes by Defendant, Plaintiffs and all Participating Class Members, shall

1 fully release and discharge Defendant City Wide Property Services Inc., and its past, present and/or
2 future officers, directors, members, managers, employees, agents, representatives, attorneys,
3 insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
4 affiliates, divisions, predecessors, successors, assigns, and joint venturers (“Released Parties”)
5 from any and all claims, rights, demands, liabilities and causes of actions that are alleged, or that
6 reasonably could have been alleged, based on the facts asserted in the operative complaint in the
7 Action entitled *Garcia v. City Wide Property Services, Inc.* Case No. 34-2022-00328787 (the
8 “*Garcia Action*”) including the following claims: (i) failure to pay all regular wages, minimum
9 wages and overtime wages due; (ii) failure to provide meal periods, rest periods, and/or recovery
10 periods, and/or failure to pay resulting premiums; (iii) failure to reimburse necessary business
11 expenses; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages
12 timely at time of termination or resignation; (vi) failure to timely pay wages during employment ;
13 (vii) unfair business practices that could have been premised on the facts pled in the operative
14 complaint; (viii) failure to maintain required payroll records; and (ix) all claims or legal theories
15 under the California Labor Code that could have been based on the facts alleged in the operative
16 complaint in the *Garcia Action*, including but not limited to, Labor Code sections 201, 202, 203,
17 204, 216, 218.5, 222, 223, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,
18 1197.1, 1198, 2802, and all claims or legal theories under the California Code of Regulations,
19 and/or Industrial Welfare Commission Wage Orders that could have been based on the facts
20 alleged. (“Released Class Claims”). This release shall apply to claims that arose from October 21,
21 2018, to December 31, 2023 (“Class Period”). This release shall be binding on all Participating
22 Class Members.

23 11. Upon the complete funding of the Gross Settlement Amount and all applicable
24 employer-side payroll taxes by Defendant, the California Labor and Workforce Development
25 Agency and the State of California, through Plaintiffs as its agent and/or proxy, shall release and
26 discharge the Released Parties from all claims for civil penalties under the California Labor Code
27 Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in
28 the PAGA Notice provided to the LWDA and in the operative complaint in the *Arriaga Action*

including but not limited to penalties that could have been awarded based upon the following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods, rest periods, and/or recovery periods, and/or failure to pay resulting premiums; (iii) failure to reimburse necessary business expenses; (iv) failure to provide complete, accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to timely pay wages during employment ; (vii) unfair business practices that could have been premised on the facts pled in the operative complaint; (viii) failure to maintain required payroll records; and (ix) all claims or legal theories under the California Labor Code, and within the scope of California Labor Code 2699.5, that could have been based on the facts alleged, including but not limited to, Labor Code sections 201, 202, 203, 204, 216, 218.5, 222, 223, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, 2699, 2699.3 (“Released PAGA Claims”). This release shall apply to claims that arose from May 26, 2022, to December 31, 2023 (“PAGA Period”).

12. Additionally, upon the complete funding of the Gross Settlement Amount, Plaintiffs King Garcia and Richard Arriaga—on behalf of themselves only—shall fully release the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to their employment by Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any way connected with the matters referred to herein, whether or not known or suspected to exist, and whether or not specifically or particularly described herein. Specifically, Plaintiffs King Garcia and Richard Arriaga, waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

1 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
2 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
3 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
4 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
5 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
6 OR RELEASED PARTY.

7 This release specifically excludes claims for unemployment insurance, disability, social
8 security, and workers compensation (with the exception of claims arising pursuant to California
9 Labor Code Section 132(a) and 4553).

10 13. No Class Members, requested to be excluded from the terms of the Settlement. The
11 last date to timely submit a request for exclusion was August 6, 2024. Accordingly, all 672
12 Participating Class Members are included in the Settlement and bound by this Order and Judgment.

13 14. The Court also hereby finds that there were no written objections to the Settlement.
14 The last day to submit a written objection to the settlement was August 6, 2024. The Court also
15 notes there were no objections made at the hearing on Final Approval of the Settlement.

16 15. The Court finds the settlement payments provided for under the Agreement to be
17 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Settlement
18 Agreement, and amendment thereto, the Court orders Defendant to fund the Gross Settlement
19 Amount of One Million Dollars (\$1,000,000.00), within fourteen (14) calendar days of the
20 Effective Date, to provide payments for the Class/PAGA Members individual settlement
21 payments, class representative enhancement payments for Plaintiffs King Garcia and Richard
22 Arriaga, Class Counsel's attorney fees and costs, the Settlement Administrator's fees and
23 expenses, and penalties to the LWDA pursuant to Labor Code Section 2698 et seq. The
24 calculations and the payments shall be made administered in accordance with the terms of the
25 Agreement.

26 16. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
27 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
28 of \$350,000.00 (35% of the Gross Settlement Amount) and litigation costs in the amount of
\$14,165.99 from the Gross Settlement Amount as final payment for and complete satisfaction of
any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other

1 person or entity related to the Action. The Court further orders that the award of attorneys' fees
2 and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

3 17. The Court hereby approves and orders a Class Representative Enhancement
4 Payment of \$7,500.00 each (\$15,000.00 total) to Plaintiffs King Garcia and Richard Arriaga from
5 the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

6 18. The Court approves and orders the payment in the amount of \$75,000.00 (75% of
7 \$100,000.00) from the Gross Settlement Amount to the LWDA for penalties arising under the
8 Private Attorneys General Act of 2004 (PAGA). The remaining \$25,000.00 (25% of \$100,000.00)
9 shall be distributed to the PAGA Members as set forth in the Agreement.

10 19. The Court also hereby approves and orders payment from the Gross Settlement
11 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
12 Apex Class Action, LLC, in the amount of \$11,500.00 as set forth in the Agreement.

13 20. The Court hereby approves and orders payment of individual settlement payments
14 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

15 21. The Court also hereby approves and orders that any checks distributed from the
16 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
17 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
18 California State Controller's Office and held in trust for such Class Members pursuant to
19 California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

20 22. Provided the Settlement becomes effective under the terms of the Agreement, the
21 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
22 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

23 23. Neither the Settlement nor any of the terms set forth in the Agreement is an
24 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
25 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
26 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
27 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
28 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing

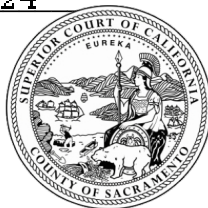
1 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
2 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
3 an admission or concession with regard to the denials or defenses by Defendant, or any of the other
4 Released Parties, and shall not be offered in evidence in any action or proceeding in any court,
5 administrative agency or other tribunal for any purpose whatsoever other than to enforce the
6 provisions of this Final Order, the Agreement, the Released Class Claims, Released PAGA
7 Claims, or any related agreement or release. Notwithstanding these restrictions, any of the
8 Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the
9 Agreement, and any other papers and records on file in the Action as evidence of the Settlement
10 to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue preclusion
11 or similar defense as to the Released Claims.

12 24. Without affecting the finality of this Judgment, the Court shall retain continuing
13 jurisdiction over this action and the parties, including all Class Members, and over all matters
14 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
15 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
16 as provided to the contrary herein, any disputes or controversies arising with or with respect to the
17 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court
18 for resolution.

19 25. A settlement compliance hearing for a final accounting regarding the status of
20 settlement administration is set for June 13, 2025, at 10:30 a.m. in Department 23. Class Counsel
21 shall submit a final report on the disbursement of the settlement payments on or before May 29,
22 2025.

23 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

24 DATED: 09/23/2024



Jill Talley

HON. JILL TALLEY
JUDGE OF THE SUPERIOR COURT