1 2 3 4 5 6 7 8 9 SUPERIOR COURT OF THE STATE OF CALIFORNIA 10 **COUNTY OF SACRAMENTO** 11 12 KING GARCIA, individually and on behalf of Case No.: 34-2022-00328787 (lead case) others similarly situated; Consolidated with Case No. 23CV005878 13 14 Plaintiff, Assigned for all purposes to the Hon. Jill Talley, Dept. 23 15 VS. FIRST AMENDMENT TO JOINT 16 CITY WIDE PROPERTY SERVICES, INC., a STIPULATION OF CLASS ACTION 17 California corporation; and DOES 1 through AND PAGA SETTLEMENT 100, inclusive, 18 Complaint Filed: October 21, 2022 Trial Date: Not Set Defendants. 19 20 RICHARD ARRIAGA, as an aggrieved 21 employee and Private Attorney General, 22 Plaintiff, 23 VS. 24 25 CITY WIDE PROPERTY SERVICES, INC., a California corporation; and DOES 1 through 26 100, inclusive, 27 Defendants. 28

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs King David Garcia and Richard Arriaga ("Plaintiffs"), individually and on behalf of the Class and Defendant City Wide Property Services, Inc. ("Defendant") (collectively with Plaintiffs, the "Parties")

RECITALS

- 1. **WHEREAS**, Plaintiff and Defendants entered into a Joint Stipulation of Class Action and PAGA Settlement (the "Settlement") on or about January 19, 2024.
- 2. **WHEREAS,** in preparation for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, the Parties noticed a typographical error in the end date of the proposed PAGA Period in the Settlement.
- 3. **WHEREAS,** the PAGA Period as currently defined in paragraph 20 of the Settlement runs from May 26, 2022, through December 23, 2023.
- 4. **WHEREAS,** the PAGA Period was intended to run from May 26, 2022, through December 31, 2023, so that it would have the same end date as the Class Period.
- 5. **WHEREAS**, the Parties wish to correct the typographical error in the end date of the proposed PAGA period.
- 6. **WHEREAS**, Paragraph 74 of the Settlement provides that "This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court."
- 7. **WHEREAS**, Counsel whose signatures appear below represent and warrant that they are authorized by the Parties whom they represent to correct this typographical error as set forth in paragraph 74 of the Settlement.

NOW, THEREFORE, the Parties hereby agree to amend and modify the Settlement as follows:

- 1. The definition of "PAGA Period" in Paragraph 20 of the Settlement shall mean "the period from May 26, 2022, through December 31, 2023."
- 2. All references to the "PAGA Period" in the Settlement and Notice shall hereafter refer to this revised definition.

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2	Dated: February 29, 2024	PROTECTION LAW GROUP, LLP.
3		By: Sleen, in
4		
5		Heather Davis, Esq. Amir Nayebdadash, Esq.
6		Attorneys for Plaintiffs
7		
8	Dated: February 29, 2024	LAWYERS FOR JUSTICE P.C.
9		By:
10		Joanna Ghosh, Esq.
11		Arby Aiwazian, Esq.
12		Attorneys for Plaintiffs
13		
14	Dated: February 29, 2024	JCL LAW FIRM APC.
15		By:
16		Jean-Claude Lapuyade, Esq.
17		Attorneys for Plaintiffs
18		
19	Dated: February 29, 2024	ZAKAY LAW GROUP, APLC
20		
21		By:
22		Shani Zakay, Esq. Attorneys for Plaintiffs
23	D 4 1	Audincys for 1 familias
	Dated:	COOK BROWN, LLP.
24		M. M
25		By:
26		Lisa Ryan, Esq.
27		Zachary H. Rankin Esq. Attorneys for Defendant
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