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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SACRAMENTO**

KING GARCIA, individually, and on behalf  
of other members of the general public  
similarly situated;

Plaintiff,

vs.

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

Defendants.

Case No.: 34-2022-00328787

*Assigned for All Purposes: Hon. Jill Talley,  
Dept. 27*

**JOINT STIPULATION OF CLASS  
ACTION AND PAGA SETTLEMENT**

Complaint Filed: October 21, 2022  
Trial Date: Not Set

**JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs King David Garcia and Richard Arriaga, individually and on behalf of the Class and Defendant City Wide Property Services, Inc.

**DEFINITIONS**

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

2. “Actions” means the court actions, entitled *Garcia v. City Wide Property Services, Inc.* Sacramento Superior Case No. 34-2022-00328787, and *Arriaga v. City Wide Property Services, Inc.* Sacramento County Superior Court Case No. 23CV005878.

3. “Class Counsel” means Protection Law Group, LLP, Lawyers for Justice, P.C., JCL Law Firm, APC, and Zakay Law Group APLC.

4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and resolution of the Actions and their expenses and costs incurred in connection with the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request attorneys’ fees not to exceed Thirty-Five Percent (35%) of the Gross Settlement Amount, i.e. Three Hundred and Fifty Thousand Dollars (\$350,000.00) and the reimbursement costs and expenses associated with the litigation and settlement of the Action, not to exceed Thirty Thousand Dollars (\$30,000.00), subject to the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs and expenses in the amount set forth above.

5. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks worked by each Class Member during the Class Period; (7) total Workweeks worked by each PAGA Member during the PAGA Period;

1 and (8) any other information required by the Settlement Administrator in order to effectuate the  
2 terms of the Settlement.

3 6. “Class” or “Class Members” means all current and former hourly-paid, non-exempt  
4 employees of Defendant who were employed by Defendant in the State of California at any time  
5 during the Class Period.

6 7. “Class Period” means the period from October 21, 2018, through December 31,  
7 2023.

8 8. “Class Representatives” means Plaintiffs King David Garcia and Richard Arriaga  
9 in their capacity as representatives of the Participating Class Members.

10 9. “Class Representative Enhancement Payment” means the amount that the Court  
11 authorizes to be paid to Plaintiffs, in addition to their Individual Settlement Payments, in  
12 recognition of the efforts and risks they have taken in assisting with the prosecution of the Actions  
13 and in exchange for the General Release of their claims as provided herein.

14 10. “Court” means the Superior Court of the State of California for the County of  
15 Sacramento.

16 11. “Defendant” means City Wide Property Services, Inc.

17 12. “Effective Date” means: the later of: (a) if no timely objections are filed or if all  
18 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection  
19 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any  
20 timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that  
21 does not alter the terms of the settlement.

22 13. “Final Approval” means the Court entering an order granting final approval of the  
23 Settlement Agreement.

24 14. “Gross Settlement Amount” means the sum of One Million Dollars (\$1,000,000).  
25 The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount  
26 will return to Defendant.

27 15. “Individual Settlement Payment” means the amount payable from the Net  
28 Settlement Amount to each Participating Class Member and any payment a PAGA Member is

1 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement  
2 Payments shall be paid by a Settlement Check made payable to Participating Class Members  
3 and/or PAGA Members.

4 16. “Net Settlement Amount” means the funds available for payments to the Class,  
5 which shall be amount remaining after the following amounts are deducted from the Gross  
6 Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement  
7 Administration Costs, (4) Class Representative Enhancement Payments to Plaintiffs; and (5) the  
8 PAGA Payment to the LWDA and PAGA Members.

9 17. “Notice” means the Notice of Class Action Settlement in a form substantially  
10 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ last known  
11 addresses, and which will provide Class Members with information regarding the Actions and  
12 information regarding the settlement of the Action.

13 18. “PAGA” means the California Labor Code Private Attorneys General Act of 2004  
14 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

15 19. “PAGA Payment” means the amount that the Parties have agreed to allocate in  
16 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§  
17 2698, *et seq.*)(“PAGA”). The Parties have agreed that One Hundred Thousand Dollars  
18 (\$100,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiffs’  
19 PAGA Claims. Seventy Five Percent (75%) of this amount (\$75,000.00) will be paid to the  
20 California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698 *et*  
21 *seq.* Twenty Five Percent (25%) of this amount (\$25,000.00), will be distributed to PAGA  
22 Members. PAGA Members will receive payment from the employee portion of the PAGA  
23 Payment regardless of their decision to participate in the class action if the PAGA Payment is  
24 approved by the Court.

25 20. “PAGA Period” means the period from May 26, 2022, through December 23, 2023.

26 21. “PAGA Members” means all current and former hourly-paid non-exempt  
27 employees of Defendant who were employed by Defendant in the state of California at any time  
28 during the PAGA Period.

1           22.   “Parties” means Plaintiffs and Defendant, collectively, and “Party” shall mean  
2 either Plaintiffs or Defendant, individually.

3           23.   “Participating Class Members” means all Class Members who do not submit valid  
4 and timely Requests for Exclusion.

5           24.   “Plaintiffs” means King David Garcia and Richard Arriaga.

6           25.   “Preliminary Approval” means the Court order granting preliminary approval of  
7 the Settlement Agreement.

8           26.   “Objection” means a Participating Class Member’s valid and timely written  
9 objection to the Settlement Agreement. For an Objection to be valid, it must include: (a) the  
10 objector’s full name, address, telephone number, last four digits of the employees social security  
11 number or employee ID number and (b) the name of the case and case number; and (c) a written  
12 statement of all grounds for the objection accompanied by legal support, if any, for such objection.

13           27.   “Released Class Claims” means claims, rights, demands, liabilities and causes of  
14 actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in  
15 the operative complaint in the *Garcia* Action including the following claims: (i) failure to pay all  
16 regular wages, minimum wages and overtime wages due; (ii) failure to provide meal periods, rest  
17 periods, and/or recovery periods, and/or failure to pay resulting premiums; (iii) failure to reimburse  
18 necessary business expenses; (iv) failure to provide complete, accurate wage statements; (v) failure to  
19 pay wages timely at time of termination or resignation; (vi) failure to timely pay wages during  
20 employment ; (vii) unfair business practices that could have been premised on the facts pled in the  
21 operative complaint; (viii) failure to maintain required payroll records; and (ix) all claims or legal  
22 theories under the California Labor Code that could have been based on the facts alleged in the  
23 operative complaint in the *Garcia* Action, including but not limited to, Labor Code sections 201, 202,  
24 203, 204, 216, 218.5, 222, 223, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197,  
25 1197.1, 1198, 2802, and all claims or legal theories under the California Code of Regulations, and/or  
26 Industrial Welfare Commission Wage Orders that could have been based on the facts alleged.

27           28.   “Released PAGA Claims” means all claims for civil penalties under the California  
28 Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts

1 alleged both in the PAGA Notice provided to the LWDA and in the operative complaint in the  
2 *Arriaga* Action including but not limited to penalties that could have been awarded based upon the  
3 following claims: (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii)  
4 failure to provide meal periods, rest periods, and/or recovery periods, and/or failure to pay resulting  
5 premiums; (iii) failure to reimburse necessary business expenses; (iv) failure to provide complete,  
6 accurate wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi)  
7 failure to timely pay wages during employment ; (vii) unfair business practices that could have been  
8 premised on the facts pled in the operative complaint; (viii) failure to maintain required payroll records;  
9 and (ix) all claims or legal theories under the California Labor Code, and within the scope of California  
10 Labor Code 2699.5, that could have been based on the facts alleged, including but not limited to, Labor  
11 Code sections 201, 202, 203, 204, 216, 218.5, 222, 223, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,  
12 1194, 1194.2, 1197, 1197.1, 1198, 2802, 2698, 2699, 2699.3.

13 29. “Released Parties” means Defendant City Wide Property Services, Inc., and its past,  
14 present and/or future officers, directors, members, managers, employees, agents, representatives,  
15 attorneys, insurers, partners, investors, shareholders, administrators, parent companies,  
16 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

17 30. “Request for Exclusion” means a valid and timely written statement submitted by  
18 a Class Member requesting to be excluded from the Action. To be effective, the Request for  
19 Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four  
20 digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a  
21 clear statement requesting to be excluded from the settlement of the class claims. To be effective,  
22 the Request for Exclusion must be post-marked by the Response Deadline and received by the  
23 Settlement Administrator. The Request for Exclusion shall not be effective as to the release of  
24 claims arising under the Private Attorneys General Act.

25 31. “Response Deadline” means the date sixty (60) days after the Settlement  
26 Administrator mails Notice to Class Members and the last date on which Class Members may  
27 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the  
28 event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended



1 to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for  
2 Exclusion, written objections, or workweek disputes, will be extended fifteen (15) calendar days  
3 for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th  
4 day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended  
5 to the next day on which the U.S. Postal Service is open. The Response Deadline may also be  
6 extended by express agreement between Class Counsel and Defendant. Under no circumstances,  
7 however, will the Settlement Administrator have the authority to unilaterally extend the Response  
8 Deadline.

9 32. “Settlement” means the disposition of the Actions pursuant to this Agreement.

10 33. “Settlement Administrator” means Apex Class Action Administration. The Parties  
11 each represent that they do not have any financial interest in the Settlement Administrator or  
12 otherwise have a relationship with the Settlement Administrator that could create a conflict of  
13 interest.

14 34. “Settlement Administration Costs” mean the costs payable from the Gross  
15 Settlement Amount to the Settlement Administrator for administering this Settlement, including,  
16 but not limited to, printing, distributing, and tracking documents for this Settlement,  
17 calculating/confirming the class member Workweeks from the information contained in the Class  
18 List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting,  
19 distributing the Gross Settlement Amount, providing necessary reports and declarations, and other  
20 duties and responsibilities set forth herein to process this Settlement, and as requested by the  
21 Parties. Settlement Administration Costs shall not exceed Eleven Thousand Five Hundred Dollars  
22 (\$11,500.00)

23 35. “Workweek” shall mean any calendar week (i.e. a week beginning on Monday and  
24 ending on Sunday) in which a Class Member or PAGA Member worked at least 1 day.

25 **TERMS OF AGREEMENT**

26 36. Filing of Stipulation to Consolidate: The Parties shall file a stipulation to  
27 consolidate *Garcia v. City Wide Property Services, Inc.*, Sacramento Superior Case No. 34-2022-  
28 00328787 (the “*Garcia Action*”) with *Arriaga v. City Wide Property Services, Inc.* Sacramento

1 County Superior Court Case No. 23CV005878 (the *Arriaga* Action) for settlement purposes. The  
2 *Garcia* Action shall be designated as the lead case.

3 37. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and  
4 all applicable employer-side payroll taxes following Final Approval by the Court and the  
5 occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount:  
6 the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments,  
7 Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as  
8 specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement  
9 Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant  
10 shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement  
11 Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

12 38. Potential Increase to the Gross Settlement Amount: Defendant has represented  
13 there are approximately 33,000 Workweeks between October 21, 2018, and November 8, 2023.  
14 Should the actual number of Workweeks in the Class Period increase by more than ten percent  
15 (10%) (i.e. by more than 3,300 Workweeks) for this same period of October 21, 2018 to November  
16 8, 2023, Defendant shall increase the Gross Settlement Amount on a *pro-rata* basis equal to the  
17 percentage increase in the number of Workweeks worked by the Class Members above 10%. For  
18 example, if the number of Workweeks increases by 11%, the Gross Settlement Amount will  
19 increase by 1%.

20 39. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of  
21 the Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount and all  
22 applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established  
23 by the Settlement Administrator. Defendant shall provide all information necessary for the  
24 Settlement Administrator to calculate necessary payroll taxes including its official name, 8 digit  
25 state unemployment insurance tax ID number, and other information requested by the Settlement  
26 Administrator, no later than seven (7) calendar days of the Effective Date.

27 40. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days  
28 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)



1 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development  
2 Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs  
3 and (e) Settlement Administration Costs.

4 41. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or  
5 motion by Class Counsel for attorneys' fees of not more than Three Hundred and Fifty Thousand  
6 Dollars (\$350,000.00) plus the reimbursement of costs and expenses associated with the litigation  
7 and settlement of the Action, in an amount not to exceed Thirty Thousand Dollars (\$30,000.00),  
8 both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees  
9 or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount  
10 and distributed to Participating Class Members as provided in this Agreement.

11 42. Class Representative Enhancement Payment: Defendant agrees not to oppose or  
12 object to any application or motion by Plaintiffs for Class Representative Enhancement Payments  
13 of Seven Thousand Five Hundred Dollars (\$7,500) each for Plaintiffs Garcia and Arriaga. The  
14 Class Representative Enhancement Payments are in exchange for the General Release of the  
15 Plaintiffs' individual claims and for their time, effort and risk in bringing and prosecuting the  
16 Action. Any portion of the requested Class Representative Enhancement Payments that is not  
17 awarded to the Class Representatives shall be reallocated to the Net Settlement Amount and  
18 distributed to Participating Class Members as provided in this Agreement.

19 43. Settlement Administration Costs: The Settlement Administrator will be paid for the  
20 reasonable costs of administration of the Settlement and distribution of payments from the Gross  
21 Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall  
22 not exceed Eleven Thousand Five Hundred Dollars (\$11,500.00).

23 44. PAGA Payment: One Hundred Thousand Dollars (\$100,000.00) shall be allocated  
24 from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA.  
25 The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or  
26 Seventy-Five Thousand Five Hundred Dollars (\$75,000.00), to the California Labor and  
27 Workforce Development Agency ("LWDA"). Twenty-Five Thousand Dollars (\$25,000.00), will  
28 be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks

1 worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their  
2 portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

3 45. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount  
4 will be used to satisfy the class portion of Participating Class Members Individual Settlement  
5 Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount  
6 is as follows:

7	Gross Settlement Amount	\$	1,000,000.00
8	Enhancement Payments:	\$	15,000.00
9	Class Counsel's Fees:	\$	350,000.00
10	Class Counsel's Costs:	\$	30,000.00
11	PAGA Payment	\$	100,000.00
12	Settlement Administration Costs:	\$	11,500.00
13	<b>Estimated Net Settlement Amount</b>	\$	493,500.00

14 46. Individual Settlement Payment Calculations: Individual Settlement Payments will  
15 be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for  
16 PAGA Members and shall be paid pursuant to the formula set forth herein:

17 a) Calculation of Class Portion of Individual Settlement Payments: The  
18 Settlement Administrator will calculate the total Workweeks for all Participating Class Members  
19 by adding the number of Workweeks worked by each Participating Class Member during the Class  
20 Period. The respective Workweeks for each Participating Class Member will be divided by the  
21 total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each  
22 Participating Class Member. Each Participating Class Member's Payment Ratio will then be  
23 multiplied by the Net Settlement Amount to calculate each Participating Class Member's estimated  
24 share of the Net Settlement Amount.  
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1                                    b)        Calculation of PAGA Portion of Individual Settlement Payments:

2        The Settlement Administrator will calculate the total Workweeks for all PAGA Members by  
3        adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The  
4        respective Workweeks for each PAGA Member will be divided by the total Workweeks for all  
5        PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's  
6        Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate  
7        each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this  
8        portion of their Individual Settlement Payment regardless of whether they opt out of the  
9        participation regarding the class claims.

10                                    c)        Allocation of Individual Settlement Payments: The Class Portion of  
11        each Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each  
12        Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as  
13        interest, and forty percent (40%) shall be allocated as penalties. The PAGA Portion of each  
14        Individual Settlement Payment will be allocated 100% as Penalties. The portion of the Individual  
15        Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS  
16        Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the  
17        Settlement Administrator.

18                                    47.        No Credit Toward Benefit Plans: The Individual Settlement Payments made to  
19        Participating Class Members under this Settlement, as well as any other payments made pursuant  
20        to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans  
21        to which any Class Members may be eligible, including, but not limited to profit-sharing plans,  
22        bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and  
23        any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not  
24        affect any rights, contributions, or amounts to which any Class Members may be entitled under  
25        any benefit plans.

26                                    48.        Settlement Administration Process: The Parties agree to cooperate in the  
27        administration of the Settlement and to make all reasonable efforts to control and minimize the  
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1 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will  
2 provide the following services:

- 3 a) Establish and maintain a Qualified Settlement Fund.
- 4 b) Calculate the Individual Settlement Payment each Participating Class  
5 Member is eligible to receive and the portion of the PAGA Payment each  
6 PAGA Member shall receive.
- 7 c) Print and mail the Notice.
- 8 d) Conduct additional address searches for mailed Notices that are returned as  
9 undeliverable.
- 10 e) Process Requests for Exclusion, field inquiries from Class Members.
- 11 f) Print and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax  
12 Forms and any other filings required by any governmental taxing authority.
- 13 g) Provide declarations and/or other information to this Court as requested by  
14 the Parties and/or the Court regarding the settlement administration process.
- 15 h) Provide weekly status reports to counsel for the Parties.
- 16 i) Post settlement documents and a notice of final judgment online at  
17 Settlement Administrator's website.
- 18 j) Translate the Notice from English to Spanish

19 49. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary  
20 Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material  
21 term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the  
22 Agreement.

23 50. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the  
24 Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members  
25 via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in  
26 the Class List.

27 51. Confirmation of Contact Information in the Class List: Prior to mailing, the  
28 Settlement Administrator will perform a search based on the National Change of Address Database

1 for information to update and correct for any known or identifiable address changes. Any Notice  
2 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline  
3 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto  
4 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no  
5 forwarding address is provided, the Settlement Administrator will promptly attempt to determine  
6 the correct address using a skip-trace, or other search using the name, address and/or Social  
7 Security number of the Class Member involved, and will then perform a single re-mailing. If any  
8 notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a  
9 current employee, then Defendant shall make all reasonable efforts to obtain the current address  
10 from the Class Member and provide the same within seven (7) calendar days of notice from the  
11 Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-  
12 trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or  
13 (b) the Response Deadline to postmark a Request for Exclusion, written objection, or workweek  
14 dispute.

15 52. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)  
16 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;  
17 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked  
18 for Defendant during the Class Period; (e) each Class Member's estimated Individual Settlement  
19 Payment and the formula for calculating Individual Settlement Payments; (f) the dates which  
20 comprise the Class Period; (g) instructions on how to opt-out of and object to the Settlement; (h)  
21 the deadlines by which the Class Member must postmark Requests for Exclusion, Objections to  
22 the Settlement, or Workweek Disputes; (i) the claims to be released, as set forth herein; and (j) the  
23 date for the final approval hearing.

24 53. Disputed Information on Notice: Class Members will have an opportunity to  
25 dispute the information provided in their Notice. To the extent Class Members dispute the number  
26 of Workweeks with which they have been credited or the amount of their Individual Settlement  
27 Payment, Class Members may produce evidence to the Settlement Administrator showing that  
28 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's

1 records will be presumed determinative. However, if a Class Member produces evidence to the  
2 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class  
3 Member and the Settlement Administrator will make the final decision as to the number of eligible  
4 Workweeks that should be applied and/or the Individual Settlement Payment to which the Class  
5 Member may be entitled.

6 54. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the  
7 Class Settlement must sign and postmark a written Request for Exclusion to the Settlement  
8 Administrator by the Response Deadline. The Request for Exclusion must include (a) the Class  
9 Member's name, address, telephone number, and the last four digits of the Class Member's Social  
10 Security number and/or the Employee ID number and (b) a clear statement requesting to be  
11 excluded from the settlement of the class claims. The date of the postmark on the return mailing  
12 envelope receipt confirmation will be the exclusive means to determine whether a Request for  
13 Exclusion has been timely submitted. All Requests for Exclusion will be submitted to the  
14 Settlement Administrator, who will certify jointly to Class Counsel and Defendant's Counsel the  
15 Requests for Exclusion that were timely submitted. All Class Members who do not timely and  
16 properly request exclusion from the Class Settlement will be bound by all terms of the Settlement  
17 Agreement if the Settlement is granted final approval by the Court. The Request for Exclusion  
18 shall not be effective as to the release of claims arising under the Private Attorneys General Act.

19 55. Defendant's Right to Rescind: If ten percent (10%) or more of the Class Members  
20 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at  
21 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be  
22 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this  
23 right and must make clear their intent to rescind the Agreement within fourteen (14) calendar days  
24 of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its  
25 right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration  
26 Costs incurred to the date of rescission.

27 56. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the  
28 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively



1 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by  
2 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment  
3 that may be entered by the Court if it grants final approval to the Settlement. Class Members who  
4 opt-out of the Settlement shall not be bound by such Judgment or the Class Release. However, the  
5 opt-out shall not be effective as to the release of claims arising under the Private Attorneys General  
6 Act. The names of Class Members who have opted-out of the settlement shall be disclosed to the  
7 Counsel for both Plaintiffs and Defendant and noted in the proposed Judgment submitted to the  
8 Court.

9       57.    Objection Procedures: To object to the Settlement, a Participating Class Member  
10 must postmark a valid Objection to the Settlement Administrator on or before the Response  
11 Deadline. The Objection must be signed by the Participating Class Member and contain all  
12 information required by this Settlement Agreement including the employees full name, address,  
13 telephone number, the last four digits of their social security number and/or Employee ID number,  
14 the name of the case and case number, and the specific reason including any legal grounds for the  
15 Participating Class Members objection. The postmark date will be deemed the exclusive means  
16 for determining that the Notice of Objection is timely. Participating Class Members who fail to  
17 object in the manner specified above will be foreclosed from making a written objection, but shall  
18 still have a right to appear at the Final Approval Hearing in order to have their objections heard by  
19 the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage  
20 Participating Class Members to submit written objections to the Settlement or appeal from the  
21 Order and Judgment. Class Counsel will not represent any Class Members with respect to any  
22 objections to this Settlement.

23       58.    Certification Reports Regarding Individual Settlement Payment Calculations: The  
24 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report  
25 which certifies: (a) the number of Class Members who have submitted valid Requests for  
26 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member  
27 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement  
28 Administrator will provide to counsel for both Parties any updated reports regarding the

1 administration of the Settlement Agreement as needed or requested.

2       59.     Uncashed Settlement Checks: Any checks issued by the Settlement Administrator  
3 to Participating Class Members and PAGA Members will be negotiable for at least one hundred  
4 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his  
5 or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to  
6 Court approval, shall be distributed to the Controller of the State of California to be held pursuant  
7 to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those  
8 Participating Class Members and PAGA Members who did not cash their checks until such time  
9 that they claim their property. The Parties agree that this disposition results in no “unpaid residue”  
10 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid  
11 out to Participating Class Members and the entire 25% portion of the PAGA Payment will be paid  
12 out to the PAGA Members, whether or not they all cash their Settlement Checks or PAGA payment  
13 checks. Therefore, Defendant will not be required to pay any interest on such amounts. The  
14 Individual Settlement Payments provided to Participating Class Members and to PAGA Members  
15 shall prominently state the expiration date or a statement that the Settlement Check will expire in  
16 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter  
17 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will  
18 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties  
19 agree no unclaimed funds will result from the settlement.

20       60.     Administration of Taxes by the Settlement Administrator: The Settlement  
21 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA  
22 Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all  
23 amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible  
24 for forwarding all payroll taxes and penalties to the appropriate government authorities.

25       61.     Tax Liability: Defendant makes no representation as to the tax treatment or legal  
26 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are  
27 not relying on any statement, representation, or calculation by Defendant or by the Settlement  
28 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree that

1 they will be solely responsible for the payment of any taxes and penalties assessed on the payments  
2 described herein. Defendant's share of any employer payroll taxes and other required employer  
3 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's  
4 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement  
5 Amount.

6 62. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,  
7 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,  
8 an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written  
9 communication or disclosure between or among the Parties or their attorneys and other advisers,  
10 is or was intended to be, nor shall any such communication or disclosure constitute or be construed  
11 or be relied upon as, tax advice within the meaning of United States Treasury Department circular  
12 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon  
13 his, her or its own, independent legal and tax counsel for advice (including tax advice) in  
14 connection with this Agreement, (b) has not entered into this Agreement based upon the  
15 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not  
16 entitled to rely upon any communication or disclosure by any attorney or advisor to any other party  
17 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or  
18 adviser to any other Party has imposed any limitation that protects the confidentiality of any such  
19 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon  
20 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,  
21 including any transaction contemplated by this Agreement.

22 63. No Prior Assignments: The Parties and their counsel represent, covenant, and  
23 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to  
24 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,  
25 action, cause of action or right herein released and discharged.

26 64. Release by Participating Class Members: Upon the complete funding of the Gross  
27 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating  
28 Class Members shall fully release and discharge the Released Parties from the Released Class

1 Claims that arose during the Class Period. This release shall be binding on all Participating Class  
2 Members.

3 65. Release by the State of California and LWDA: Upon the complete funding of the  
4 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant the LWDA  
5 and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge  
6 the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The  
7 Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise  
8 bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf  
9 of the LWDA based on the same factual predicate as this action and covering the same time period.

10 66. Release of Additional Claims & Rights by Plaintiffs: Upon the funding of the Gross  
11 Settlement Amount, Plaintiffs—on behalf of themselves only—agree to the additional following  
12 General Release: In consideration of Defendant’s promises and agreements as set forth herein,  
13 Plaintiffs hereby fully release the Released Parties from any and all Released Class Claims and  
14 Released PAGA Claims and also generally release and discharge the Released Parties from any  
15 and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have  
16 been or could have been asserted against the Released Parties, including claims arising out of or  
17 relating to their employment by Defendant or termination thereof, including but not limited to  
18 claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or  
19 wrongful termination of employment. This release specifically includes any and all claims,  
20 demands, obligations and/or causes of action for damages, restitution, penalties, interest, and  
21 attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any way  
22 connected with the matters referred to herein, whether or not known or suspected to exist, and  
23 whether or not specifically or particularly described herein. Specifically, Plaintiffs waive all rights  
24 and benefits afforded by California Civil Code Section 1542, which provides:

25 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
26 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
27 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
28 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE  
2 DEBTOR OR RELEASED PARTY.

3 This release specifically excludes claims for unemployment insurance, disability, social  
4 security, and workers compensation (with the exception of claims arising pursuant to California  
5 Labor Code Sections 132(a) and 4553).

6 67. Neutral Employment Reference: Defendant agrees that it will adopt a neutral  
7 reporting policy regarding any future employment references related to Plaintiffs. In the event that  
8 any potential or future employers of Plaintiffs request a reference regarding Defendant's  
9 employment of Plaintiffs, Defendant shall only provide the requested Plaintiff's dates of  
10 employment, job titles during employment, and final rate of pay. Defendant shall not refer to the  
11 Actions or this Settlement.

12 68. Nullification of Settlement Agreement: In the event that: (a) the Court does not  
13 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any  
14 material term of this Settlement Agreement; or (c) the Settlement does not become final as written  
15 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any  
16 documents generated to bring it into effect, will be null and void, all amounts deposited into the  
17 QSF will be returned to Defendant, and the Parties shall be returned to their original respective  
18 positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement  
19 will likewise be treated as void from the beginning. Should the Court fail to approve this settlement  
20 for any reason, the Parties agree that they will return to and attend mediation with a mutually  
21 agreed Mediator in an effort to reach a settlement that may be approved by the Court.

22 69. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to  
23 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary  
24 Approval Order for: (a) conditional certification of the Class for settlement purposes only, (b)  
25 Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a Final  
26 Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the  
27 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary  
28 Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the



1 Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it  
2 will not oppose Plaintiffs' motion for Preliminary Approval to the extent it comports with this  
3 Agreement. Any failure by the Court to fully and completely approve the Agreement as to the  
4 Actions will result in this Settlement Agreement and the Memorandum of Understanding entered  
5 into by the Parties, and all obligations and agreements under this Settlement Agreement, the  
6 Memorandum of Understanding, and any other instruments impacting resolution of claims in the  
7 Actions being nullified and voided.

8         70. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the  
9 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with  
10 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to  
11 determine the Final Approval of the Settlement Agreement along with the amounts properly  
12 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class  
13 Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class  
14 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any  
15 failure by the Court to fully and completely approve the Settlement Agreement as to all of the  
16 Actions, or the entry of any Order by another Court with regard to any of the Actions which has  
17 the effect of modifying material terms of this Agreement or preventing the full and complete  
18 approval of the Settlement Agreement as written and agreed to by the Parties, will result in this  
19 Agreement and all obligations and agreements under this Settlement Agreement, the Memorandum  
20 of Understanding, and any other instruments impacting resolution of claims in the Actions being  
21 nullified and voided. Defendant agrees it shall not oppose the granting of the Motion for Final  
22 Approval to the extent it comports with this Agreement, provided Defendant has not exercised its  
23 right to rescind pursuant to the terms of this Agreement.

24         71. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by  
25 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the  
26 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing  
27 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms  
28 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as



1 may be appropriate under court rules or as set forth in this Settlement.

2 72. Exhibits Incorporated by Reference: The terms of this Settlement include the terms  
3 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
4 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

5 73. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute  
6 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral  
7 agreements may be deemed binding on the Parties.

8 74. Amendment or Modification: This Settlement Agreement may be amended or  
9 modified only by a written instrument signed by counsel for all Parties or their successors-in-  
10 interest and approved by the Court.

11 75. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant  
12 and represent they are expressly authorized by the Parties whom they represent to negotiate this  
13 Settlement Agreement and to take all appropriate action required or permitted to be taken by such  
14 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other  
15 documents required to effectuate the terms of this Settlement Agreement. The Parties and their  
16 counsel will cooperate with each other and use their best efforts to affect the implementation of  
17 the Settlement. If the Parties are unable to reach agreement on the form or content of any document  
18 needed to implement the Settlement, or on any supplemental provisions that may become  
19 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court  
20 to resolve such disagreement.

21 76. Binding on Successors and Assigns: This Settlement Agreement will be binding  
22 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously  
23 defined.

24 77. California Law Governs: All terms of this Settlement Agreement and Exhibits  
25 hereto will be governed by and interpreted according to the laws of the State of California.

26 78. Execution and Counterparts: This Settlement Agreement is subject only to the  
27 execution of all Parties. However, the Settlement Agreement may be executed in one or more  
28 counterparts. All executed counterparts and each of them, including facsimile and scanned copies

1 of the signature page, will be deemed to be one and the same instrument provided that counsel for  
2 the Parties will exchange among themselves original signed counterparts.

3 79. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe  
4 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have  
5 arrived at this Settlement after arm's-length negotiations and in the context of adversarial  
6 litigation, taking into account all relevant factors, present and potential. The Parties further  
7 acknowledge that they are each represented by competent counsel and that they have had an  
8 opportunity to consult with their counsel regarding the fairness and reasonableness of this  
9 Settlement.

10 80. Invalidity of Any Provision: Before declaring any provision of this Agreement  
11 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible  
12 consistent with applicable precedents so as to define all provisions of this Agreement valid and  
13 enforceable.

14 81. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to  
15 class certification for purposes of this Settlement only; except, however, that either party may  
16 appeal any court order that materially alters the Settlement Agreement's terms.

17 82. Class Action Certification for Settlement Purposes Only: The Parties agree to  
18 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the  
19 Settlement is not approved, the stipulation to certification will be void. The Parties further agree  
20 that certification for purposes of the Settlement is not an admission that class action certification  
21 is proper under the standards applied to contested certification motions and that this Agreement  
22 will not be admissible in this or any other proceeding as evidence that either: (a) a class action  
23 should be certified or (b) Defendant is liable to Plaintiffs or any Class Member, other than  
24 according to the Settlement's terms.

25 83. Non-Admission of Liability: The Parties enter into this Agreement to resolve the  
26 dispute that has arisen between them and to avoid the burden, expense and risk of continued  
27 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it  
28 has violated any federal, state, or local law; violated any regulations or guidelines promulgated

1 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached  
2 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or  
3 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,  
4 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed  
5 as an admission or concession by Defendant of any such violations or failures to comply with any  
6 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this  
7 Agreement and its terms and provisions shall not be offered or received as evidence in any action  
8 or proceeding to establish any liability or admission on the part of Defendant or to establish the  
9 existence of any condition constituting a violation of, or a non-compliance with, federal, state,  
10 local or other applicable law.

11 84. Captions: The captions and section numbers in this Agreement are inserted for the  
12 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the  
13 provisions of this Agreement.

14 85. Waiver: No waiver of any condition or covenant contained in this Settlement  
15 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered  
16 to imply or constitute a further waiver by such party of the same or any other condition, covenant,  
17 right or remedy.

18 86. Enforcement Action: In the event that one or more of the Parties institutes any legal  
19 action or other proceeding against any other Party or Parties to enforce the provisions of this  
20 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or  
21 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees  
22 and costs, including expert witness fees incurred in connection with any enforcement actions.

23 87. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms  
24 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly  
25 against one Party than another merely by virtue of the fact that it may have been prepared by  
26 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations  
27 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

28 88. Representation By Counsel: The Parties acknowledge that they have been

1 represented by counsel throughout all negotiations that preceded the execution of this Agreement,  
2 and that this Agreement has been executed with the consent and advice of counsel and reviewed  
3 in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the  
4 Agreement.

5 89. All Terms Subject to Final Court Approval: All amounts and procedures described  
6 in this Settlement Agreement herein will be subject to final Court approval.

7 90. Cooperation and Execution of Necessary Documents: The Parties agree to  
8 cooperate to promote participation in the Settlement, and in seeking court approval of the  
9 Settlement. The Parties and their counsel agree not to take any action to encourage any Class  
10 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any Pick Up  
11 Stix agreements from any Class Member prior to the funding of the Gross Settlement Amount  
12 concerning claims released via this Agreement. The Parties will work in good faith to effectuate  
13 approval of this Agreement by the Court.

14 91. Confidentiality: The Parties and their counsel agree to keep the terms of the  
15 Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. Plaintiffs,  
16 Class Counsel, Defendant and their counsel agree that they will not issue any press releases, initiate  
17 any contact with the press, respond to any press inquiry or have any communication with the press  
18 about the fact, amount or terms of the Settlement Agreement. Nothing in this Settlement  
19 Agreement shall limit Defendant's ability to fulfill disclosure obligations reasonably required by  
20 law or in furtherance of business purposes, including the fulfillment of obligations stated in this  
21 Settlement Agreement or limit Class Counsel's communications with the Class Members in  
22 furtherance of approval of this Settlement.

23 92. Binding Agreement: The Parties warrant that they understand and have full  
24 authority to enter into this Settlement, and further intend that this Settlement Agreement will be  
25 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to  
26 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality  
27 provisions that otherwise might apply under federal or state law.

[SIGNATURES ON FOLLOWING PAGE]

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Dated: 12/19/2023

**PLAINTIFF**

By:   
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King David Garcia

Dated: \_\_\_\_\_


**PLAINTIFF**

By: \_\_\_\_\_  
Richard Arriaga

Dated: 02/06/2024

**DEFENDANT**


**CITY WIDE PROPERTY SERVICES, INC.**

By:   
Albert Rodriguez (Feb 6, 2024 12:44 PST)  
Name: Albert Rodriguez  
Title: CEO

**APPROVED AS TO FORM**


Dated: 12/19/2023

**PROTECTION LAW GROUP, LLP.**

By:   
Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
Attorneys for Plaintiffs

Dated: 01/12/2024

**LAWYERS FOR JUSTICE P.C.**

By:   
Joanna Ghosh, Esq.  
Arby Aiwazian, Esq.  
Attorneys for Plaintiffs



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**PLAINTIFF**

By: \_\_\_\_\_  
King David Garcia

Dated: Dec 19, 2023

**PLAINTIFF**

By:   
[Richard Arriaga \(Dec 19, 2023 17:07 PST\)](#)  
Richard Arriaga

Dated: \_\_\_\_\_

**DEFENDANT**

**CITY WIDE PROPERTY SERVICES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM**

Dated: \_\_\_\_\_

**PROTECTION LAW GROUP, LLP.**

By: \_\_\_\_\_  
Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
Attorneys for Plaintiffs

Dated: \_\_\_\_\_


**LAWYERS FOR JUSTICE P.C.**

By: \_\_\_\_\_  
Joanna Ghosh, Esq.  
Arby Aiwazian, Esq.  
Attorneys for Plaintiffs

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Dated: December 20, 2023

**JCL LAW FIRM APC.**

By:   
Jean-Claude Lapuyade, Esq.  
Attorneys for Plaintiffs

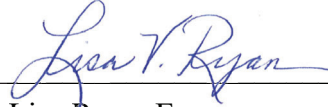
Dated: December 20, 2023

**ZAKAY LAW GROUP, APLC**

By:   
Shani Zakay, Esq.  
Attorneys for Plaintiffs

Dated: January 19, 2024

**COOK BROWN, LLP.**

By:   
Lisa Ryan, Esq.  
Attorneys for Defendant

# **EXHIBIT A**

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

*Garcia v. City Wide Property Services, Inc.*  
Sacramento County Superior Court, Case No. 34-2022-00328787  
*Arriaga v. City Wide Property Services, Inc.*  
Sacramento County Superior Court, Case No. 23CV005878

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.  
PLEASE READ THIS NOTICE CAREFULLY.  
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

**To: All hourly-paid, non-exempt employees who were employed by City Wide Property Services, Inc. in the State of California at any time from October 21, 2018, through December 31, 2023.**

### **BASIC INFORMATION**

#### **1. What is this settlement about?**

A lawsuit was commenced by King David Garcia (“Plaintiff”) a former employee of City Wide Property Services, Inc. (“Defendant”) on October 21, 2022. This case, *Garcia v. City Wide Property Services, Inc.* Case No. 34-2022-00328787 (the “*Garcia* Action”) is currently pending in the Sacramento County Superior Court. The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not pay employees all overtime wages owed, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The lawsuit claims that the Class Members are entitled to, *inter alia*, damages, penalties and restitution.

On August 2, 2023, Richard Arriaga separately filed a lawsuit against Defendant, *Arriaga v. City Wide Property Services, Inc.* Case No. 23CV005878 (the “*Arriaga* Action”) with the Sacramento County Superior Court. This lawsuit sought to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”) based on the same types of labor code violations alleged in the *Garcia* Action.

On [REDACTED] the Court consolidated the *Garcia* Action and *Arriaga* Action for settlement purposes.

Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

#### **2. Why is this a class action?**

In a class action, one or more people, known as Class Representative(s) (in this case King David Garcia and Richard Arriaga are representatives, also known as “Plaintiffs”), sue on behalf of people who they claim have similar claims. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Sacramento County Superior Court is in charge of this class action.

### 3. Why is there a settlement?

The Court has not decided in favor of the Plaintiffs or Defendant in the *Garcia* or *Arriaga* actions. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). Defendant denies all liability, fault, or wrongdoing with regard to both cases, and entered the Settlement solely for the purpose of buying peace. On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiffs Garcia and Arriaga as the Class Representatives, and appointed his attorneys at Protection Law Group, Lawyers for Justice P.C. the JCL Law Firm APC, and Zakay Law Group APC as counsel for the Class (“Class Counsel”). The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement within the range of reasonableness such that it could ultimately be approved. A Final Determination on whether to approve the settlement will be made at the hearing on [REDACTED]. The Class Representatives and Class Counsel think the Settlement is best for the Class.

### WHO IS IN THE SETTLEMENT?

### 4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed by Defendant as an hourly-paid, non-exempt employee in the state of California at any time between October 21, 2018 and December 31, 2023.

### THE SETTLEMENT BENEFITS—WHAT YOU GET

### 5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of One Million Dollars (\$1,000,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 35% of the Gross Settlement Amount or Three Hundred and Fifty Thousand Five Hundred Dollars (\$350,000.00);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Thirty Thousand Dollars (\$30,000);
- C. **Incentive Payment to the Class Representatives** in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) each;
- D. **Settlement Administration Costs** which are currently estimated to be Eleven Thousand Five Hundred Dollars (\$11,500.0); and
- E. **PAGA Payment** in the amount of One Hundred Thousand Dollars (\$100,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$75,00.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$25,000.00) will be distributed to hourly-paid, non-exempt employees who worked for Defendant at any time between May 26, 2022, and December 31, 2023, for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, referred to as your “Individual Settlement Payment,” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendant from October 21, 2018, through December 31, 2023 (“Workweeks”). Your Individual

Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

The Class Portion of your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest, and forty percent (40%) penalties. The PAGA Portion of your Individual Settlement Payment will be allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member's settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

**You worked XXX workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.**

**You worked XXX workweeks during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is \$XXX.XX.**

This Amount was determined based on Defendant's record of your employment between October 21, 2018, and December 31, 2023, and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Settlement Administrator. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]  
[Address]  
[Telephone No].

## HOW TO GET A PAYMENT FROM THE SETTLEMENT

### 6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

### 7. What am I giving up if I do not request to be excluded from the Settlement?

By accepting your portion of the Settlement, you will be releasing Defendant of all class action claims and any potential PAGA claims as set forth below. You may choose to opt out of the class action by submitting a timely request for exclusion. If you choose to opt out, you will not receive the class action portion of your settlement payment, but will retain the ability to bring the class claims released in this case. You cannot opt out of the PAGA settlement.

Upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant City Wide Property Services, Inc., and its past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" mean all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint in the *Garcia* Action including 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 that could have been based on the facts alleged in the operative complaint in the *Garcia* Action, 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, and all claims or legal theories under the California Code of Regulations, and/or Industrial Welfare Commission Wage Orders that could have been based on the facts alleged.

The “Class Period” during which the release of Released Class Claims pertains is from October 21, 2018, through December 31, 2023.

Additionally, all current and former non-exempt employees of Defendant who were employed by Defendant in the State of California between May 26, 2022, and December 31, 2023, shall release the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The “Released PAGA Claims” include: all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in 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.

The “PAGA Period” during which the release of the Released PAGA Claims pertains is from May 26, 2022, through December 31, 2023.

### **EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS**

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

#### **8. How can I not participate in the Settlement?**

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must include a clear statement that you do not wish to be included in this class action.

The written request for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]  
[Address]

[Telephone No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims, meaning you may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims.

**9. If I exclude myself, can I get money from this settlement?**

No. Except if you worked between May 26, 2022, and December 31, 2023, in which case you will still receive the portion of your Individual Settlement Payment for claims that arise under PAGA.

**THE LAWYERS REPRESENTING YOU**

**10. Do I have a lawyer in this case?**

The Court has approved PROTECTION LAW GROUP, LLP, LAWYERS *FOR* JUSTICE P.C. JCL LAW FIRM APC, and ZAKAY LAW GROUP APLC. as Class Counsel. The firm's contact information is:

**PROTECTION LAW GROUP LLP**

Heather Davis, Esq.  
Amir Nayebdadash, Esq.  
237 California Street  
El Segundo, California 90245  
Telephone: (424) 290-3095  
Facsimile: (866) 264-7880

**LAWYERS *FOR* JUSTICE P.C**

Edwin Aiwazian.  
410 West Arden Avenue, Suite 203  
Glendale, California 91203  
Telephone: (818) 265-1020  
Facsimile: (818) 265-1021

**JCL LAW FIRM APC**

Jean-Claude Lapuyade.  
5540 Morehouse Drive, Suite 3600  
San Diego, California 92121  
Telephone: (619) 599-8292  
Facsimile: (619) 599-8291

**ZAKAY LAW GROUP APC**

Shani O. Zakay  
5540 Morehouse Drive, Suite 3600  
San Diego, California 92121  
Telephone: (619) 255-9047  
Facsimile: (858) 404-9203

Class Counsel will ask the Court for attorneys' fees of up to \$350,000.00 and reimbursement of litigation cost/expenses of up to \$30,000. These amounts are subject to Court approval and the Court may award less than these amounts.

**OBJECTING TO THE SETTLEMENT**

You can object to the Settlement or some part of it.

**11. How do I tell the Court if I don't like the settlement?**

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

**12. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT’S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to grant final approval of the Settlement (“Final Approval Hearing”). You may attend, but you do not have to attend.

**13. When and where will the Court decide whether to approve the settlement?**

The Court will hold the Final Approval Hearing at [REDACTED] a.m./p.m. on [REDACTED], 2023], in Department [REDACTED] of the Sacramento Superior Court—Gordon D. Schaber Courthouse, located at 720 9th St, Sacramento, CA 95814.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

**14. Do I have to come to the hearing?**

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely if you wish. Remote appearances may be scheduled through the Sacramento Superior Court website.

**15. How will I learn if the settlement was approved**

A notice of final judgment will be posted on the Settlement Administrator website located at [www.\[REDACTED\].com](http://www.[REDACTED].com)

**IF YOU DO NOTHING**

**16. What happens if I do nothing at all?**

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California’s Unclaimed Property Fund. You may then claim these funds from there.

**GETTING MORE INFORMATION**

**17. How do I get more information?**

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator’s website at [REDACTED] or by contacting the Settlement Administrator or Class Counsel.

## WHAT IF MY INFORMATION CHANGES?

### **18. What if my contact information changes?**

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE**