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7 Attorneys for Plaintiff Nancy Garcia,
8 individually, and on behalf of all others
similarly situated

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

11
12 NANCY GARCIA, an individual,
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14 Plaintiffs,
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16 vs.
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18 COMMON AREA MAINTENANCE
SERVICES, INC. a California dba CAM
19 SERVICES, INC.; CAM PROPERTY
SERVICES INC.; DAVID HERRERA, an
20 Individual, DOES 1 through 20, inclusive,
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28 Defendants.

FILED
Superior Court of California
County of Los Angeles
07/08/2024
David W. Slayton, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

Case No.: 20STCV19361

**~~PROPOSED~~ ORDER AND
JUDGMENT**

Date: June 26, 2024
Time: 10:00 a.m.
Department: 6

Complaint Filed: May 14, 2020

1 This matter came on for hearing on June 26, 2024 at 10:00 a.m., in Department 6 of the
2 above-entitled court located at Spring Street Courthouse, 312 N. Spring Street, St, Los Angeles,
3 CA 90012 regarding Plaintiff’s Notice of Motion and Motion for Final Approval of Class Action
4 Settlement. No objections were filed and no objectors were present.

5 On August 25, 2023, the Court granted Plaintiff’s Motion for Preliminary (“Order Granting
6 Preliminary Approval”), thereby preliminarily approving the settlement of the above-captioned
7 Action in accordance with Joint Stipulation of Settlement and Release of Class Action
8 (“Agreement”), which, together with the exhibits attached thereto, sets forth the terms and
9 conditions for settlement and judgment of the Action.

10 Having fully reviewed and considered the moving papers, and having analyzed Agreement
11 between Plaintiff Nancy Garcia (“Plaintiff”), and Defendants Common Area Maintenance
12 Services, Inc., dba CAM Services, Inc., and David Herrera (“Defendants”), attached as Exhibit
13 “A” to the Declaration of Daniel Bass, **THIS COURT HEREBY ENTERS THE FOLLOWING**
14 **ORDERS AND JUDGMENT:**

15 1. All defined terms contained herein shall have the same meanings as those set forth
16 in the Agreement.

17 2. This Court has jurisdiction over the claims of the Class Members asserted in this
18 proceeding and over all parties to the Action.

19 3. The Court finds that the applicable requirements of California Code of Civil
20 Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with
21 respect to the Class and the Agreement. The Court hereby makes final its earlier provisional
22 certification of the class for settlement purposes only, as set forth in the Order Granting Preliminary
23 Approval.

24 4. For purposes of final approval of settlement, Plaintiff is further appointed as Class
25 Representative, and Ronald W. Makarem, Samuel Almon, and Daniel J. Bass of Makarem &
26 Associates, APLC (“Plaintiff’s Counsel or Class Counsel”) are appointed as Class Counsel.

27 5. The Notice given to Class Members informed Class Members of all material
28 elements of the settlement and of their opportunity to object to or to seek exclusion from the

1 Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient
2 notice to all Class Members; and complied fully with the laws of the state of California, the United
3 States Constitution, due process and other applicable law. The Notice fairly and adequately
4 described the terms of the settlement and provided Class Members adequate instructions and a
5 variety of means to obtain additional information regarding the settlement to enter judgment
6 thereon.

7 6. Pursuant to California law, the Court hereby grants final approval to the settlement
8 and finds it fair, reasonable and adequate, and in the best interests of the Class as a whole to enter
9 judgment thereon. More specifically, the Court finds that the settlement was reached following
10 meaningful discovery and investigation conducted by Class Counsel; that the settlement is the
11 result of serious, informed, adversarial, and arm's-length negotiations between the parties; and that
12 the terms of the settlement are in all respects fair, adequate, and reasonable. In so finding, the Court
13 has considered all of the evidence presented, including evidence regarding the strength of
14 Plaintiff's case; the risks, expenses, and complexity of the claims presented; the likely duration of
15 further litigation; the amount offered in the settlement; the extent of investigation and discovery
16 completed; and the experience and views of Class Counsel. Further, the Court has considered the
17 lack of objections from the settlement by Class Members. Accordingly, the Court enters judgment
18 against the Defendant and directs that the settlement be affected in accordance with the Agreement,
19 and the following terms and conditions.

20 7. As a full opportunity has been afforded to the Class Members to participate in this
21 hearing, and all Class Members and other persons wishing to be heard have been heard. Class
22 Members also have had a full and fair opportunity to exclude themselves from the settlement and
23 Class. Accordingly, the Court determines that all Class Members who did not timely request
24 exclusion from the settlement are bound by this Order and Judgment.

25 8. Judgment is entered against Defendants in the amount of \$375,000 in accordance
26 with the Settlement. It is hereby ordered that Defendants shall fully fund the Gross Settlement
27 Amount by transmitting the funds to the Administrator in accordance with the terms of the
28 Agreement. Within thirty (30) days after the Gross Settlement Amount has been fully funded with

1 the Settlement Administrator by Defendant Common Area Maintenance Services, Inc., the
2 Settlement Administrator will calculate Individual Settlement Share amounts and will prepare and
3 mail settlement payments to Settlement Class Members.

4 9. The Administrator, CPT Group, Inc. is ordered to issue checks for the Individual
5 Class Payments and/or Individual PAGA Payments and send them to the Class Members via First
6 Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less
7 than 180 days after the date of mailing) when the check will be voided. The Administrator will
8 cancel all checks not cashed by the void date. The Administrator will send checks for Individual
9 Settlement Shares to all Participating Class Members (including those for whom Class Notice was
10 returned undelivered). The Administrator will send checks for individual's PAGA Amount to all
11 Settlement Class Members including Non-Participating Class Members who were employed
12 during the PAGA Period (including those for whom Class Notice was returned undelivered). The
13 Administrator may send Settlement Class Members a single check combining the Individual Class
14 Payment and the Individual PAGA Payment as long as all payments, or portions thereof, are treated
15 as provided in the Agreement for tax purposes. Before mailing any checks, the Settlement
16 Administrator must update the recipients' mailing addresses using the National Change of Address
17 Database.

18 10. It is hereby ordered that the Administrator, CPT Group, Inc. shall issue payment to
19 itself in the amount of \$9,750.00 for the services performed and costs incurred in the administration
20 of the settlement in accordance with the Agreement and the terms and conditions of this Order.

21 11. It is hereby ordered that the Settlement Administrator issue an Enhancement Award
22 in the amount of \$7,500 to Plaintiff Nancy Garcia.

23 12. The Court has found that Class Counsel's request for attorneys' fees in the amount
24 of \$125,000 falls within the range of reasonableness, and the result achieved justifies the award
25 sought. The requested fees are fair, reasonable, and appropriate, and are hereby approved. It is
26 hereby ordered and adjudged that the Settlement Administrator issue payment to Class Counsel of
27 \$125,000.00 to Makarem & Associates, APLC for attorneys' fees.

28 13. The Court found that Class Counsel's request for litigation costs in the amount of

1 \$20,284.44 is reasonable, less than those authorized by the settlement and approved. It is hereby
2 ordered and adjudged that the Settlement Administrator issue payment to Class Counsel of
3 \$20,284.44 to Makarem & Associates, APLC for reimbursement of litigation costs.

4 14. With this final approval of the settlement, the Court hereby enters judgment by
5 which, as of the Final Effective Date - defined in the Settlement Agreement- all Settlement Class
6 Members, in exchange for the consideration set forth in this Settlement Agreement, each
7 Settlement Class Member who does not validly opt-out, on behalf of themselves, and on behalf of
8 all those who claim by and through them, or in their stead, including, but not limited to agents,
9 attorneys, representatives, predecessors, successors and assigns, will forever release, acquit, and
10 discharge, and covenant not to sue, Defendants, including its past and present divisions, d/b/a's,
11 parents, subsidiaries, predecessors, successors, assigns, and their respective shareholders, owners,
12 officers, directors, employees, agents, trustees, attorneys, insurers, representatives, administrators,
13 fiduciaries, beneficiaries, subrogees, executors, partners, and privies (collectively the "Released
14 Parties" and each a "Released Party" or "Releasee") from liability for all claims, liens, demands,
15 damages, penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys' fees and
16 costs, interest, controversies, liabilities or causes of action arising under state, federal,
17 administrative order, state or local law, and legal theories of relief alleged or otherwise raised in
18 the Operative Complaint, or that have been asserted in the Operative Complaint, or which could
19 have been asserted in the Operative Complaint based on the same facts and circumstances as
20 alleged in the Operative Complaint, including: (i) meal period violations; (ii) rest period
21 violations; (iii) failure to pay all overtime wages; (iv) minimum wage violations; (v) wage
22 statement violations; (vi) waiting time penalties; (vii) failure to maintain records; and (viii) claims
23 under Business and Professions Code§ 17200. For members of the Settlement Class who do not
24 validly opt out, the release period shall run for the duration of the Class Period.

25 15. Additionally the Court hereby enters judgment by which, as of the Final Effective
26 Date - defined in the Settlement Agreement- Plaintiff will, for herself, and for her heirs,
27 successors, predecessors, attorneys, agents, representatives and assigns, forever release the
28 Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises,

1 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
2 losses, debts, and expenses (including back wages, penalties, liquidated damages, and attorneys'
3 fees and costs actually incurred) of any nature whatsoever, from the beginning of time through
4 the date of her signature on this Settlement Agreement, known or unknown, suspected or
5 unsuspected, including but not limited to all claims arising out of, based upon, or relating to her
6 employment with Defendants or the remuneration for such employment. Without limiting the
7 generality of the foregoing, Plaintiff expressly releases all claims which were or could have been
8 raised in the Operative Complaint and all claims or rights arising out of alleged violations of any
9 contracts, express or implied (including but not limited to any contract of employment); any
10 contract or covenant of good faith or fair dealing (express or implied); any tort, including
11 negligence, fraud, misrepresentation under California Labor Code 970, negligent infliction of
12 emotional distress, intentional infliction of emotional distress, and defamation; any "retaliation"
13 claims; any claims relating to any breach of public policy; any legal restrictions on Defendants'
14 right to discharge employees or refuse to hire applicants; and any federal, state, or other
15 governmental statute, regulation, or ordinance, including, without limitation: (1) Title VII of the
16 Civil Rights Act of 1964 (race, color, religion, sex, and national origin discrimination or
17 harassment, including retaliation for reporting discrimination or harassment); (2) 42 U.S.C. §
18 1981 (discrimination); (3) sections 503 and 504 of the Rehabilitation Act of 1973 (disability
19 discrimination); (4) Equal Pay Act, 29 U.S.C. § 209(4)(1) (equal pay); (5) Americans with
20 Disabilities Act, 42 U.S.C. § 12100 *et seq.* (disability discrimination); (6) Family and Medical
21 Leave Act, 29 U.S.C. § 2601 *et seq.* (family/medical leave); (7) California Fair Employment and
22 Housing Act, Cal. Gov't Code § 12900 *et seq.* (discrimination or harassment in employment
23 and/or housing, including discrimination or harassment based on race, religious creed, color,
24 national origin, ancestry, physical or mental disability, marital status, sex (including pregnancy),
25 sexual orientation, genetic, or age, including retaliation for reporting discrimination or
26 harassment); (8) California Family Rights Act, Cal. Gov't Code § 12945.1 *et seq.* (family/medical
27 leave); (9) California Labor Code or any Industrial Welfare Commission Wage Order; (10)
28 Executive Order 11246 (race, color, religion, sex, and national origin discrimination or

1 harassment); (12) Executive Order 11141 (age discrimination); and (11) Employee Retirement
2 Income Security Act, 29 U.S.C. § 1000 *et seq.* (employee benefits) (collectively, "Plaintiffs
3 Released Claims"). Notwithstanding the foregoing, Plaintiff is not waiving any rights she has or
4 may have to: (i) benefits or rights to benefits under any of Defendants' benefit plans that are
5 otherwise applicable to Plaintiff (if any), however, the receipt of funds under the Settlement shall
6 not entitle Plaintiff to any additional compensation or benefits of any kind under any of
7 Defendants' compensation or benefits plans, nor will it entitle Plaintiff to any increased retirement
8 or 401k plan benefits of any kind; (ii) benefits or rights to seek benefits under applicable workers'
9 compensation, or unemployment insurance or indemnification statutes; (iii) claims which by law
10 cannot be waived by signing this Settlement Agreement nor by law in any event; (iv) enforce this
11 Settlement Agreement; or (v) challenge the validity of this Settlement Agreement.

12 16. In addition as of the Final Effective Date - defined in the Settlement Agreement-
13 all Aggrieved Employees are deemed to release, on behalf of themselves and their respective
14 former and present representatives, agents, attorneys, heirs, administrators, successors, and
15 assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably
16 could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and
17 the PAGA Notice.

18 17. After entry of this Judgment, pursuant to California Rules of Court, Rule 3.769(h),
19 the Court shall retain continuing jurisdiction over this Lawsuit and over all Parties and Settlement
20 Class Members, to the fullest extent to enforce and effectuate the terms and intent of this
21 Settlement Agreement, and to adjudicate any claimed breaches of this Settlement Agreement. The
22 Court may award reasonable attorneys' fees and costs to the prevailing party in any motion or
23 action taken and based on an alleged violation of any material term of the Settlement Agreement.

24 18. The Court hereby sets an Order to Show Cause Re: Compliance with the Terms of the
25 Settlement for hearing on February 21, 2025 at 8:30 a.m. in Department 6 of the above-entitled
26 court. The parties are ordered to meet and confer and file a joint status report and a declaration
27 from the administrator by February 10, 2025, advising the Court of the status of the distribution
28 of settlement funds

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IT IS SO ORDERED.

Dated: 07/08/2024, 2024



Elihu M. Berle
Honorable Judge of the Superior Court
Elihu M. Berle / Judge

PROOF OF SERVICE

(Code of Civil Procedure §1013A(d))

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 11601 Wilshire Boulevard, Suite 2440 Los Angeles, CA 90025. My email address is hernandez@law-rm.com. On July 3, 2024 I caused the foregoing document described as:

1. [PROPOSED] ORDER AND JUDGMENT

Said document was served on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

Lauren Gafa, Esq.
Amber Healy, Esq.
Shawn M. Cress
Atkinson, Andelson, Loya, Ruud & Romo
12800 Center Court Drive, Suite 300
Cerritos, California 90703
Lauren.Gafa@aalrr.com;
AHealy@aalrr.com;
SCress@aalrr.com;

 BY MAIL: I deposited such envelope in the mail at Los Angeles, California. The envelope was mailed with postage thereon fully prepaid. I am readily familiar with this business' practice for collection and processing of mail and that on the same day, and in the ordinary course of business, said mail is deposited in the United States Mail with postage thereon fully prepaid at Los Angeles, California.

 BY EMAIL: I caused a true copy of the foregoing document to be served by e-mail at the e-mail addresses set forth above. Each email was complete and no reports of error were received.

 XX BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on an Order, I caused the above-entitled document(s) to be served through CASE ANYWHERE to all parties appearing on the electronic service list for the above-entitled case.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct. Executed on July 3, 2024, at Los Angeles, California.

Damian Hernandez

Damian Hernandez