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MAKAREM & ASSOCIATES, APLC
Ronald W. Makarem, Esq. (SBN 180442)
makarem@law-rm.com
Cameron Stewart, Esq. (SBN 140300)
stewart@law-rm.com
11601 Wilshire Blvd., Suite 2440
Los Angeles, CA 90025-2440
Tel.: (310) 312-0299
Fax: (310) 312-0296

FILED
Superior Court of California
County of Los Angeles
09/06/2023
David W. Slayton, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA
LOS ANGELES COUNTY – COMPLEX COURT

NANCY GARCIA, individually and on behalf
of all others similarly situated,

Plaintiff,

vs.

COMMON AREA MAINTENANCE
SERVICES, INC. dba CAM SERVICES,
INC., CAM PROPERTY SERVICES, INC., a
California Corporation, DAVID HERRERA,
an individual, and DOES 1 through 20,
inclusive;

Defendants.

CASE NO. 20STCV19361

~~PROPOSED~~ **ORDER: PLAINTIFF'S
NOTICE OF MOTION AND
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 25, 2023
Time: 9:00 a.m.
Dept.: 6

1 This matter came on for hearing on August 25, 2023 at 9:00 a.m., in the above-entitled
2 court located at 312 N. Spring Street, Los Angeles, California 90012, on the Motion for
3 Preliminary Approval of Class Action Settlement. Having fully reviewed and considered the
4 moving papers, and having analyzed the Class Action Settlement Agreement (“Settlement
5 Agreement”) between Plaintiff Nancy Garcia (“Plaintiff”) and Defendants Common Area
6 Maintenance Services dba CAM Services, Inc., and David Herrera (collectively “Defendants”),
7 attached as Exhibit “A” to the Declaration of Ronald W. Makarem.

8 **THIS COURT HEREBY MAKES THE FOLLOWING ORDERS:**

9 1. This Court hereby preliminarily approves the proposed Settlement Agreement, as
10 being fair, reasonable, and adequate.

11 2. All defined terms contained herein shall have the same meanings as those set forth
12 in the Settlement Agreement.

13 3. The Class Notice, attached as Exhibit “1” to Exhibit “A” of the Declaration of
14 Ronald W. Makarem, is hereby approved.

15 4. The Court finds that the distribution of the Class Notice in the manner set forth
16 herein substantially meets the requirements of California law and due process, is the best notice
17 practicable under the circumstances, and shall constitute due and sufficient notice to all persons
18 entitled thereto.

19 5. Solely for the purposes of the proposed settlement, the following class is hereby
20 provisionally certified pursuant to California Code of Civil Procedure section 382 as follows:

21 The “Class” or “Settlement Class” shall mean all current and former
22 non-exempt employees employed by Defendant Common Area
23 Maintenance Services, Inc., dba CAM Services, Inc. in California at
24 any time from May 14, 2016 through the earlier of either (1)
25 preliminary approval or (2) whenever the workweeks for the
26 Settlement Class exceed 12,597.
27

1 6. Solely for the purposes of the proposed settlement, the Court does hereby
2 preliminarily approve Ronald W. Makarem, and Cameron Stewart of Makarem & Associates,
3 APLC (“Plaintiff’s Counsel or Class Counsel”) as Class Counsel.

4 7. Solely for the purposes of the proposed settlement, the Court does hereby
5 preliminarily approve Plaintiff Nancy Garcia as Class Representative.

6 8. Solely for the purposes of the proposed settlement, the Court does hereby
7 preliminarily approve of and appoint CPT Group Administrators (“CPT”), as the Parties'
8 Settlement Administrator, and approves of settlement administration costs of up to \$ 20,000.

9 9. The Court finds that the section of the Settlement Agreement regarding the
10 disposition of uncashed checks complies with California Code of Civil Procedure Sections 382.4
11 and 384 by providing that any unclaimed settlement funds (settlement checks that expire) shall be
12 un-cashed check will be distributed pursuant to Code of Civil Procedure section 384 to the Court
13 Appointed “Dress for Success Worldwide West”, or other cy pres beneficiary to be selected by
14 Defendant and approved by the Court.

15 10. A final fairness hearing (the "Final Approval Hearing") shall be set on January 5,
16 2024, in Department 6 of this Court for the review, the notice process and objections, if any, and
17 to determine whether the proposed settlement on the terms and conditions set forth in the
18 Settlement Agreement are fair, reasonable, and adequate, and should be approved by the Court;
19 whether the Judgment as provided in the Settlement Agreement should be entered into; and to
20 determine the amount of attorneys' fees and costs that should be awarded to Class Counsel and the
21 amount of the Incentive Award that should be awarded to the Representative Plaintiff.

22 11. The Settlement Administrator shall supervise and administer the notice procedure
23 as follows:

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25 a. ~~Within Fourteen Days (14) Calendar Days after Preliminary Approval is Granted~~
26 ~~by the Court,~~ Defendants shall provide the Settlement Administrator with an
27 updated list of Class Members containing names, social security numbers, dates of
28 employment, last-known addresses and phone numbers (the “Database”).

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b. ~~Within Twenty-eight (28) Calendar Days after Preliminary Approval is Granted the Settlement Administrator shall post the Class Notice on its website.~~

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c. ~~Within Fourteen (14) Business Days after receipt of Class List,~~ all Class Members shall be mailed a Notice by First Class U.S. Mail.

d. ~~The Response Deadline will be Sixty-Six (66) calendar days from the initial mailing of the Notice, meaning the last day on which Settlement Class Members may submit a~~ request for exclusion and/or objection to Settlement. ~~ã ÁFĚĞ ĚĜĚĂ~~

12. In order to Opt-Out of the Class Settlement, the Settlement Class Member must submit a Request for Exclusion or postcard to the Settlement Administrator, postmarked by the Response Deadline. The Opt-Out request must state the Settlement Class Member's name, address, telephone number, last four digits of Social Security number, and signature. Any Class Member who opts out of the Settlement will be ineligible to receive a settlement payment, and will not be bound by the Settlement Agreement or the release of claims contained therein.

13. Any Settlement Class Member who wishes to object to the Class Settlement must submit a written objection to the Settlement Administrator no later than the Response Deadline ~~and must file with the Court and serve on all parties a written statement of objection. Only Settlement Class Members who do not opt out of the Settlement may object to the Settlement. The objection must include the case name and number and must set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Class Settlement is not in the best interest of the Settlement Class and the reasons why the Class Settlement should not be approved, including the legal and factual arguments supporting the objection.~~ ~~Ü^•[] [}•^•ÁĚ Ą b & c } • ÁĚ á ÁĚ { ä ä c æ ! Á^ [! ó ě ÁĚ ^ ÁFĚĞ ĚĜĚĂ~~

14. The Court will set a compliance hearing for approximately sixty (60) days following final distribution of the settlement funds.

15. The Court's preliminary approval of the Settlement Agreement is not to be deemed an admission of liability or fault by Defendants, or a finding as to the validity of any claims or defenses asserted in the action.

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16. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Class Members, and it will retain jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____ J~~EE~~, 2023



Elihu M. Berle

Judge of the Superior Court
Elihu M. Berle / Judge

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Garcia v. CAM Services, Inc. et al.
Los Angeles County Superior Court, 20STCV19361

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because CAM Services, Inc.’ records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

INTRODUCTION

This “NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL” (“NOTICE”) is to inform you that the parties have agreed to a class action settlement.

The Court has granted preliminary approval of the Settlement and the Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights. A description of the lawsuit, the settlement terms, and your options in response to this Notice are explained below.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you are a Class Member (as defined below) and received this Notice, you are automatically included in the Settlement and do not need to take any further action to receive a payment. If you accept your settlement amount, you will release the claims described in Section V below.

DESCRIPTION OF THE LAWSUIT

On **May 14, 2020**, Plaintiff Nancy Garcia filed a Complaint (“Complaint”) against Defendants on behalf of the Class Members, in the matter of *Nancy Garcia v. CAM Services, Inc., et al.*, Case No. **20STCV19361** in the Superior Court of California for the County of Los Angeles (the “Action”). In the Complaint, Plaintiff claimed that Defendants **(1)** failed to pay overtime wages; **(2)** failed to provide meal periods; **(3)** failed to provide rest periods; **(4)** failed to provide accurate wage statements; **(6)** failed to pay all wages earned; **(7)** failed to pay all wages earned upon

termination or discharge; (8) unfair business practices based on the foregoing; and (9) Labor Code Private Attorneys General Act, Labor Code sections 2698, *et seq.*

Defendants have denied liability, vigorously deny the allegations in the Complaint, and have raised various defenses to these claims. Defendants contend, among other things, that they fully complied with California wage and hour laws, provided timely off-duty meal and rest breaks, properly and timely compensated its employees, and provided accurate itemized wage statements. Defendants wish to settle this case to avoid costly, disruptive, and time-consuming litigation and do not admit to any wrongdoing or liability.

The Court has not ruled on the merits of Plaintiff’s claims. By approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Defendants and Plaintiff have concluded that it is in their respective best interests and the interests of the Class Members to settle the Action on the terms summarized in this Notice.

Plaintiff and Class Counsel support this Settlement. Among the reasons for support are the defenses to liability potentially available to Defendants, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

Under this settlement, the following settlement class will be certified under California law: *all current and former non-exempt field or administrative employees employed by Defendants CAM Services, Inc, et al. in California at any time from May 14, 2016 through the earlier of either the Court has given (1) preliminary approval of the Class Settlement or (2) whenever the workweeks for the Settlement Class exceed 12,597.*

Plaintiff and her counsel, Cameron Stewart, Esq. and Ron Makarem, Esq. (“Class Counsel”), believe that the settlement described below is fair, adequate, reasonable and in the best interests of Plaintiff and the Class.

On August 25, 2023, the Court preliminarily approved the settlement and conditionally certified the settlement class. This Notice is being sent to you because Defendants’ records indicate that you were employed by Defendants during the Class Period and that you are a Class Member.

IF YOU ARE STILL EMPLOYED BY DEFENDANT, THIS SETTLEMENT WILL NOT AFFECT YOUR EMPLOYMENT.

California law strictly prohibits retaliation. Further, Defendant is prohibited by law from taking any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement.

TERMS OF THE SETTLEMENT

Defendant has agreed to pay \$375,000.00 (the “Gross Settlement Amount”) to resolve the

Released Claims, as defined in section V below. The following payments will be made from the Gross Settlement Amount:

Settlement Administration Costs. The Court has approved CPT Group, to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, up to \$20,000 will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Class Counsel’s Attorneys’ Fees and Expenses. Class Counsel – which includes attorneys from Makarem & Associates, ALPC–have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. To date, the parties have aggressively litigated many aspects of the case including settlement efforts and a full day mediation session. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will collectively ask for fees of 33.33% (*i.e.*, \$125,000.00) of the Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit. Class Counsel also will ask for reimbursement of up to \$30,000.00 for the costs Class Counsel incurred in connection with the Lawsuit.

Service Payment to Named Plaintiff and Class Representative. Class Counsel will ask the Court to award Named Plaintiff and Class Representative Nancy Garcia a service payment in the amount of \$10,000 to compensate her for her service and extra work provided on behalf of the Class Members. The Class Representative also may receive a share of the Settlement as a Class Member.

PAGA Distribution Amount. Class Counsel has asked the Court to approve \$3,750.00 as PAGA civil penalties pursuant to Labor Code section 2699(i), seventy-five percent (75%) of such penalties, or \$2,812.00 will be payable to the Labor & Workforce Development Agency (“LWDA”) and the remaining twenty-five percent (25%), or \$938.00, will be paid to the Settlement Class Members.

Net Settlement Amount. After deducting the amounts above, the balance of the Settlement Amount will form the Net Settlement Amount for distribution to the Class Members. Section IV explains your individual share of the Settlement Amount.

You can view the Settlement Agreement and other Court documents related to this case by visiting www.cptgroupcaseinfo.com/CAMServicesSettlement.

YOUR INDIVIDUAL SHARE OF THE SETTLEMENT AMOUNT

The Individual Settlement Amount for each Class Participant (a Class Member that does not opt-out of the Settlement) will be calculated on a pro rata basis based on the number of workweeks worked during the Class Period, as follows. The dollars per compensable workweek will be

calculated by dividing the total number of workweeks worked by the Net Settlement Amount to determine a workweek value. The workweek value will be multiplied by the number of workweeks each Class Member worked during the Class Period to determine the Individual Settlement Amount for each Class Member. If any Class Member opts-out of the Settlement, his/her share will be distributed to Class Participants. Ten percent (10%) of the Settlement Award distributed to each Claimant will be considered and reported as “wages” (W-2 reporting), and Ninety percent (90%) of the Settlement Award will be distributed to each Claimant as “interest” and as non-wage “penalties” (Form 1099). Defendants, or its proxies, shall take all usual and customary deductions from the Settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or penalty distribution; however, it will be reported on IRS Form 1099 as income. Class Participants are responsible for the proper income tax treatment of the Settlement Awards. The Settlement Administrator, Defendants and their counsel, and Class Counsel cannot provide tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

The workweeks you worked for Defendants during the Class Period will be calculated based on Defendants’ records.

BASED ON DEFENDANTS’ RECORDS, YOU WORKED APPROXIMATELY [REDACTED] WORKWEEKS DURING THE CLASS PERIOD.

ACCORDINGLY, YOUR ESTIMATED INDIVIDUAL SETTLEMENT SHARE OF THE NET SETTLEMENT AMOUNT IS [REDACTED].

Your estimated pro-rata share may change depending on factors such as, but not limited to, the number of Class Members who effectively exclude themselves from the Settlement or by court order. The Net Settlement Amount to be distributed to all Class Members who do not opt-out of the settlement is currently estimated to be \$1,282.10.

If you feel that you were not credited with the correct number of workweeks worked during the Class Period, you may submit evidence to the Settlement Administrator on or before November 7, 2023 with documentation to establish the number of pay periods you claim to have actually worked during the Class Period. DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS. The Parties and Settlement Administrator will promptly evaluate the evidence submitted and discuss in good faith how many workweeks should be credited. The Settlement Administrator will make the final decision as to how many weeks are credited and report the outcome to the Class Participant. If you are unsatisfied with the decision, you may submit an Objection, as discussed below.

Settlement checks will be mailed to all Class Members who do not request to be excluded (i.e., opt-out) approximately 30 days after the Court grants final approval of the Settlement and judgment is entered.

You can view the final approval order and final judgment and payment schedule at www.cptgroupcaseinfo.com/CAMServicesSettlement.

THE RELEASE OF CLAIMS

If the Court approves the Settlement, the Court will enter judgment and the Settlement Agreement will bind all members of the Settlement Class who have not opted out of the Settlement and will bar all Class Members from bringing certain claims against Defendants as described below.

The Released Parties are Defendants Common Area Maintenance Services, Inc., dba CAM Services Inc., (“CAM Services”), David Herrera, and all of Defendants present, past, and future parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, officers, directors, employees, agents, representatives, attorneys, insurers, partners, investors, administrators, members, predecessors, customers, clients, joint ventures, successors and assigns, and any individual or entity which could be liable for any of the Released Claims.

The Released Claims are those claims alleged in the operative Complaint, including any and all claims, liens, demands, penalties, fines, wages, liquidated damages, restitutionary amounts, attorneys’ fees and costs, interest, controversies, liabilities or causes of action arising under state, federal, administrative order, state or local law, and legal theories of relief alleged or otherwise raised in the Lawsuit, including: the alleged denial of meal periods and rest breaks; the alleged failure to pay overtime wages, the alleged failure to pay all minimum wages; the alleged failure to pay minimum or overtime wages for all hours worked; the alleged failure to provide separate compensation for rest breaks and meal periods; the alleged failure to provide accurate itemized wage statements; the alleged failure to timely pay all wages due during employment; the alleged failure to maintain records; the alleged failure to timely and fully pay all wages due upon separation from employment; waiting time penalties, claims under the Business and Professions Code § 17200, and penalties under the Labor Code Private Attorneys General Act of 2004, and

The Settlement does not release any person, party or entity from claims, if any, by Class Members for workers compensation, unemployment, or disability benefits of any nature, nor does it release any claims, actions, or causes of action which may be possessed by Settlement Class Members under state or federal discrimination statutes, including, without limitation, the Cal. Fair Employment and Housing Act, the Cal. Government Code § 12940, *et seq.*; the Unruh Civil Rights Act, the Cal. Civil Code §51, *et seq.*; the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, *et seq.*; the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101, *et seq.*; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 *et seq.*; and all of their implementing regulations and interpretive guidelines.

Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Settlement payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Settlement payments. That section provides in pertinent part as follows:

“An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made.”

WHAT ARE YOUR OPTIONS?

A. Do Nothing and Receive Your Portion of the Settlement

You are automatically included as a Class Participant and will receive a settlement payment and do not have to take any further action to receive your settlement payment. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement payment. The estimated amount of your settlement payment if you do nothing is included on the attached Share Form.

B. Opt-Out and Be Excluded from the Class and the Settlement

If you **do not** wish to take part in the Settlement, you may exclude yourself (i.e., opt-out) by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than **November 27, 2023**, with your name, address, telephone number, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE GARCIA v. CAM SERVICES, INC. LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT OF THIS LAWSUIT AND WILL NOT BE RELEASING ANY CLAIMS I MIGHT HAVE.”

Send the Request for Exclusion directly to the Settlement Administrator at the following address **by no later than November 27, 2023**:

Garcia v. CAM Services, Inc.
c/o CPT Group
50 Corporate Park
Irvine, CA. 92606

Any person who submits a timely Request for Exclusion from the Class Action Settlement shall, upon receipt, no longer be a Class Member, shall be barred from participating in any portion of the Settlement, and shall receive no benefits from the Settlement. If you want confirmation of receipt of your Opt-Out, please send it by U.S. certified mail, return receipt requested and/or contact the Settlement Administrator.

C. Object to the Settlement

You also have the right to object to the terms of the Settlement if you do not Opt-Out. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you must submit to the Settlement

Administrator a written objection stating your name, address, telephone number, dates of employment with Defendants, the case name and number, each specific reason in support of your objection, and any legal support for each objection. Objections must be in writing and must be mailed to the Settlement Administrator, Garcia v. CAM Services, Inc, c/o 50 Corporate Park, Irvine, CA., 92606 by no later than **December 26, 2023** for your objection to be considered. **OBJECTIONS THAT DO NOT INCLUDE ALL REQUIRED INFORMATION, OR THAT ARE NOT SUBMITTED TIMELY, MAY NOT BE CONSIDERED BY THE COURT.**

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will receive payment and be bound by the terms of the Settlement in the same way as Class Members who do not object. Any member of the Settlement Class who does not object in the manner provided above shall have waived any objection to the Settlement, whether by appeal or otherwise.

D. Your Right to Appear at the Final Approval and Fairness Hearing Through an Attorney or in Person

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for **January 5, 2024**, at 9:00 a.m. in Department 6 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, CA 90012. You have the right to appear either in person or through your own attorney at this hearing. Objections not previously filed in writing in a timely manner as described above will not be considered by the Court. All objections or other correspondence must state the name and number of the case, which is *Garcia v. CAM Services, Inc. et al.*, Case No. 20STCV19361.

UPDATE FOR YOUR CHANGE OF ADDRESS

If you move after receiving this Notice or if it was misaddressed, please complete the Change of Address portion of the Share Form and mail it to the Settlement Administrator, Garcia v. CAM Services, Inc. c/o CPT Group Inc. at 50 Corporate Park, Irvine, CA. 92606 as soon as possible. **THIS IS IMPORTANT SO THAT FUTURE NOTICES AND/OR THE SETTLEMENT PAYMENT REACH YOU.**

IF THE STIPULATION OF SETTLEMENT AND RELEASE OF CLASS ACTION IS NOT APPROVED

If the Settlement Agreement is not approved by the Court, or if any of its conditions are not satisfied, the conditional settlement will be voided, no money will be paid, and the case will return to litigation. If that happens, there is no assurance: (1) that the Class will be certified; (2) that any decision at trial would be in favor of Class Members; (3) that a trial decision, if any, would be as favorable to the Class Members as this settlement; or (4) that any favorable trial decision would be upheld if an appeal was filed.

QUESTIONS OR COMMENTS?

PLEASE DO NOT CALL OR CONTACT THE COURT. If you have any questions about the settlement, you may contact the Settlement Administrator at: Garcia v. CAM Services, Inc. c/o 50 Corporate Park, Irvine, CA. 92606 or by e-mail at classmembersquestions@CPTgroup.com. You may also contact Class Counsel or Defense Counsel at the addresses and phone numbers listed below.

THE ATTORNEYS REPRESENTING THE CLASS MEMBERS ARE:

Makarem & Associates, APLC
Ronald W. Makarem
Cameron A. Stewart
11601 Wilshire Boulevard, Suite 2440
Los Angeles, California 90025-1760
Telephone: 310-312-0299

THE ATTORNEYS REPRESENTING SUNRIDGE NURSERIES, INC. ARE:

Atkinson, Andelson, Loya, Ruud & Romo
Amber Healy
Lauren Gafa
12800 Center Court Drive South, Suite 300
Cerritos, CA 90703
Telephone: 562-653-3200