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Executive Facilities Services, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

MARIA FELIX, individually, and on behalf of
others similarly situated

Plaintiff,

vs.

EXECUTIVE FACILITIES SERVICES, INC.,
a corporation, and DOES 1 through 50,
inclusive,

Defendants.

CASE NO.: CVRI2100452

[Assigned for all purposes to the Hon.
Harold W. Hopp, Dept. 1]

CLASS ACTION

**STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

1 IT IS HEREBY STIPULATED, by and between plaintiff Maria Felix, individually and on
2 behalf of all others similarly situated, on the one hand, and defendant Executive Facilities
3 Services, Inc., on the other hand, and subject to the approval of the Court, that the claims alleged
4 in the Action are hereby compromised and settled pursuant to the terms and condition set forth in
5 this Stipulation of Class and Representative Action Settlement (“Stipulation”) and that the Court
6 shall make and enter judgment, subject to the continuing jurisdiction of the Court as set forth
7 below, and subject to the definitions, recitals, and terms set forth herein which by this reference
8 become an integral part of this Stipulation.

9 **DEFINITIONS**

10 1. “Action” means the class and representative action entitled *Maria Felix v.*
11 *Executive Facilities Services, Inc., et al.*, Riverside Superior Court Case No. CVRI2100452.

12 2. “Aggrieved Employees” mean all persons who worked for Defendant as non-
13 exempt janitorial employees in California at any time during the PAGA Period.

14 3. “Class Counsel” means Matthew J. Matern, Launa Adolph, and Erin R. Hutchins
15 of Matern Law Group, PC.

16 4. “Class Counsel Award” means reasonable attorneys’ fees for Class Counsel’s
17 litigation and resolution of this Action (not to exceed one third of the Gross Settlement Amount),
18 and Class Counsel’s expenses and costs reasonably incurred in connection with this Action.

19 5. “Class Information” means information regarding Class Members that Defendant
20 shall in good faith compile from its records and shall be authorized by the Court to transmit in a
21 secured manner to the Settlement Administrator. Class Information shall be transmitted in
22 electronic form and shall include each Class Member’s full name; last known address; Social
23 Security number; total number of Workweeks; and total number of Pay Periods.

24 6. “Class Members” means all persons who worked for Defendant as non-exempt
25 janitorial employees in California during the Class Period, excluding any employees who
26 previously opted out of the class.

27 7. “Class Period” means the period from January 29, 2017 to February 15, 2026.

1 8. “Class Notice” means the Notice of Class and Representative Action Settlement,
2 substantially in the form attached hereto as Exhibit 1, which the Settlement Administrator shall
3 mail to each Class Member in English and Spanish explaining the terms of this Stipulation and
4 the Settlement.

5 9. “Class Representative Service Award” means the amount the Court authorizes to
6 be paid to Plaintiff, in addition to Plaintiff’s Individual Class Payment and Individual PAGA
7 Payment, in recognition of Plaintiff’s effort and risk in prosecuting the Action.

8 10. “Defendant” means defendant Executive Facilities Services, Inc.

9 11. “Defense Counsel” means Douglas A. Plazak and Kiki Manti Engel of Reid &
10 Hellyer APC.

11 12. “Effective Date” means the following: (a) the date the Court enters the Final Order
12 and Judgment if no objections are asserted and no individual seeks to intervene in the matter; or
13 (b) 61 days after the date of entry of the Final Order and Judgment if any objections are asserted
14 or any individual seeks to intervene in the matter but no appeal is filed; or (c) if a timely appeal is
15 made, the date of final resolution of that appeal if the appeal is rejected, the Settlement is upheld,
16 and the settlement approval order is no longer subject to further judicial review.

17 13. “Employer Taxes” means Defendant’s portion of payroll taxes, including but not
18 limited to taxes under the Federal Insurance Contributions Act, the Federal Unemployment Tax
19 Act, and/or any similar state taxes and contributions required of employers, on the portion of the
20 Individual Class Payments that constitutes wages.

21 14. “Final Approval Hearing” means the hearing to be conducted by the Court after
22 the filing of an appropriate motion by Plaintiff and following appropriate notice to Class
23 Members giving Class Members an opportunity to request exclusion from or object to the class
24 settlement, at which time Plaintiff shall request that the Court finally approve the Settlement,
25 enter the Final Order and Judgment, and take other appropriate action.

26 15. “Final Order and Judgment” means the judgment to be entered by the Court upon
27 granting final approval of the Settlement and this Stipulation as binding upon the Parties,
28 Participating Class Members, and Aggrieved Employees.

1 16. “Gross Settlement Amount” is the total amount to be paid by Defendant, by way of
2 a common fund, which shall be inclusive of all Individual Class Payments, Class Counsel Award,
3 Settlement Administration Costs, the Class Representative Service Award, Employer Taxes, and
4 PAGA Penalties. The Gross Settlement Amount shall be Six Hundred Thousand Dollars
5 (\$600,000.00).

6 17. “Individual Class Payment” means a Participating Class Member’s pro rata share
7 of the Net Settlement Amount calculated according to the number of Workweeks during the Class
8 Period.

9 18. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of
10 25% of the PAGA Penalties calculated according to the number of Pay Periods during the PAGA
11 Period.

12 19. “LWDA” means the California Labor and Workforce Development Agency, the
13 agency entitled to obtain distribution of 75% of the PAGA Penalties under Labor Code section
14 2699(i).

15 20. “LWDA Payment” means the 75% portion of the PAGA Penalties payable to the
16 LWDA under Labor Code section 2699(i).

17 21. “Net Settlement Amount” means the Gross Settlement Amount, less the Class
18 Counsel Award, the Class Representative Service Award, Settlement Administration Costs,
19 Employer Taxes, and PAGA Penalties.

20 22. “Objection Form” means the form sent to Class Members by the Settlement
21 Administrator which Class Members may return to the Settlement Administrator by the Response
22 Deadline to object to the Settlement, substantially in the form attached hereto as Exhibit 2.

23 23. “Notice Packet” means the packet of documents to be sent to the Class Members
24 following entry of the Preliminary Approval Order, including the Class Notice, Objection Form,
25 and Request for Exclusion Form, in English and Spanish.

26 24. “PAGA” means the Labor Code Private Attorneys General Act of 2004, California
27 Labor Code sections 2698, et seq.

1 25. “PAGA Penalties” means the amount payable from the Gross Settlement Amount
2 to resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%) shall be
3 paid to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees.

4 26. “PAGA Period” means the period from November 25, 2019 to February 15, 2026.

5 27. “Participating Class Members” means Plaintiff and all other Class Members who
6 do not submit a valid and timely Request for Exclusion Form.

7 28. “Parties” means Plaintiff and Defendant.

8 29. “Pay Period” means a pay period during which an Aggrieved Employee performed
9 one or more days of work as a non-exempt janitorial employee of Defendant in California during
10 the PAGA Period, based on Defendant’s records, and which shall be used to calculate Individual
11 PAGA Payments.

12 30. “Plaintiff” means plaintiff Maria Felix.

13 31. “Preliminary Approval Order” means the order to be issued by the Court
14 approving and authorizing the mailing of the Notice Packets by the Settlement Administrator,
15 setting the date of the Final Approval Hearing and granting preliminary approval of the settlement
16 set forth in this Stipulation, among other things.

17 32. “Released Parties” means Defendant and its officers, directors, employees, and
18 agents.

19 33. “Request for Exclusion Form” means the form sent to the Class Members by the
20 Settlement Administrator which Class Members can return to the Settlement Administrator by the
21 Response Deadline to opt out of, or exclude oneself from, the class settlement, substantially in the
22 form attached hereto as Exhibit 3.

23 34. “Response Deadline” means the date forty-five (45) days after the Settlement
24 Administrator mails the Notice Packets to Class Members and Aggrieved Employees and the last
25 date on which Class Members may submit an Objection Form, a Request for Exclusion Form, or
26 dispute regarding the number of Workweeks stated on their respective Class Notice.

27 35. “Settlement” means the final and complete disposition of the Action pursuant to
28 this Stipulation.

36. “Settlement Administration Costs” means the reasonable costs and fees of administering the Settlement to be paid from the Gross Settlement Amount, including, but not limited to: (i) translating the Class Notice, Objection Form, and Request for Exclusion Form into Spanish; (ii) printing, mailing and re-mailing (if necessary) of the Notice Packets to Class Members; (iii) preparing and submitting to Participating Class Members and government entities all appropriate tax filings and forms; (iv) computing the amount of and distributing Individual Class Payments, Individual PAGA Payments, the Class Representative Service Award, the Class Counsel Award, and the LWDA Payment; (v) processing and validating Requests for Exclusion and Notices of Objection; (vi) establishing a Qualified Settlement Fund (“QSF”), as defined by the Internal Revenue Code; and (vii) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement.

37. “Settlement Administrator” means Xpand Legal Consulting LLC or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this Settlement.

38. “Workweek” means a week during which a Class Member performed one or more days of work as a non-exempt janitorial employee of Defendant in California during the Class Period, based on Defendant’s records, and which shall be used to calculate Individual Class Payments.

RECITALS

39. Procedural History. On January 29, 2017, Plaintiff filed this wage and hour class action lawsuit against Defendant in Riverside Superior Court. On July 30, 2021, Plaintiff filed a First Amended Complaint, alleging causes of action for: (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to maintain required records; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (8) unfair and unlawful business practices; and (9) penalties under the

1 Labor Code Private Attorneys General Act, as representative action. Defendant filed its Answer
2 on August 6, 2021, and an amended Answer on October 6, 2025.

3 40. On June 10, 2024, the Parties participated in a private mediation session with
4 mediator Hon. Daniel J. Buckley (Ret.), but were unable to reach a settlement.

5 41. On December 8, 2025, the Court entered an Order Granting in Part Plaintiff's
6 Motion for Class Certification certifying a class of all persons who worked for Defendant as non-
7 exempt janitorial employees in the State of California at any time from January 29, 2017, through
8 December 8, 2025, for the following claims: meal and rest breaks, unpaid minimum and overtime
9 wages, and travel time and expenses, and the derivative claims for failure to timely pay all wages
10 due upon separation, failure to furnish accurate itemized wage statements, and unfair business
11 practices.

12 42. Following additional settlement negotiations, both with the assistance of the
13 mediator and directly between the Parties, the Parties reached an agreement regarding the
14 material terms of a settlement on January 15, 2026.

15 43. On January 20, 2026, the Parties fully executed a Memorandum of Understanding,
16 with the understanding that the Parties would enter into a more comprehensive written settlement
17 agreement.

18 44. Prior to the resolution, Plaintiff obtained through formal discovery payroll records
19 for the Class Members and Defendant's wage and hour policies and procedures.

20 45. The Parties, Class Counsel, and Defense Counsel represent that they are not aware
21 of any other pending matter or action asserting claims that will be extinguished or affected by the
22 Settlement.

23 46. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class
24 Counsel recognize the expense and length of continued proceedings necessary to litigate
25 Plaintiff's claims in the Action through trial and any possible appeals. Plaintiff also has taken
26 into account the uncertainty and risks of the outcome of further litigation, and the difficulties and
27 delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of
28 proof necessary to establish liability for the claims asserted in the Action, both generally and in

1 response to Defendant's defenses thereto, and the difficulties in establishing damages, penalties,
2 restitution and other relief sought in the Action. Plaintiff and Class Counsel also have taken into
3 account Defendant's agreement to enter into a settlement that confers substantial benefits upon
4 the Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the
5 Settlement set forth in this Stipulation is fair, adequate, and reasonable and is in the best interests
6 of all Class Members.

7 47. Defendant's Reasons for Settlement. Defendant has concluded that any further
8 defense of the Action would be protracted and expensive for all Parties. Substantial amounts of
9 Defendant's time, energy, and resources have been, and unless this Settlement is completed, shall
10 continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant has also
11 taken into account the risks of further litigation in reaching its decision to enter into this
12 Settlement. Even though Defendant contends it is not liable for any of the claims alleged by
13 Plaintiff in the Action, Defendant has agreed, nonetheless, to settle in the manner and upon the
14 terms set forth in this Stipulation and to put to rest the claims alleged in this Action. Defendant
15 has asserted and continues to assert that the claims alleged by Plaintiff have no merit and do not
16 give rise to any liability, damages, restitution, penalties or other payments. This Stipulation is a
17 compromise of disputed claims. Nothing contained in this Stipulation, no documents referred to
18 herein, and no action taken to carry out this Stipulation, shall be construed or used as an
19 admission by or against Defendant as to the merits or lack thereof of the claims asserted in the
20 Action. Defendant contends it has complied with all applicable state, federal and local laws.

21 TERMS OF SETTLEMENT

22 NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements
23 set forth herein, the Parties agree, subject to the Court's approval, as follows:

24 48. Binding Settlement. This Settlement shall bind the Parties and all Participating
25 Class Members and Aggrieved Employees, subject to the terms and conditions hereof and the
26 Court's approval.

27 49. Tax Liability. The Parties make no representations as to the tax treatment or legal
28 effect of the payments specified herein, and Class Members and Aggrieved Employees are not

1 relying on any statement or representation by the Parties, Class Counsel, or Defense Counsel in
2 this regard. Participating Class Members, Aggrieved Employees and Class Counsel understand
3 and agree that they shall be responsible for the payment of all taxes and penalties assessed on the
4 payments specified herein, and shall hold the Parties, Class Counsel, and Defense Counsel free
5 and harmless from and against any claims resulting from treatment of such payments as non-
6 taxable, including the treatment of such payments as not subject to withholding or deduction for
7 payroll and employment taxes.

8 50. Circular 230 Disclaimer. THE PARTIES ACKNOWLEDGE AND AGREE
9 THAT (1) NO PROVISION OF THIS STIPULATION, AND NO WRITTEN
10 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES, CLASS
11 COUNSEL, OR DEFENSE COUNSEL AND OTHER ADVISERS, IS OR WAS INTENDED
12 TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
13 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING
14 OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
15 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
16 UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
17 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS STIPULATION,
18 (B) HAS NOT ENTERED INTO THIS STIPULATION BASED UPON THE
19 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
20 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
21 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
22 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
23 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
24 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
25 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
26 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
27 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY

TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
STIPULATION.

51. Preliminary Approval of Settlement. Plaintiff shall move the Court to enter the Preliminary Approval Order, thereby provisionally certifying the additional claim for failure to reimburse expenses for settlement purposes and setting a Final Approval Hearing date. The Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. The Preliminary Approval Order shall provide for, among other things, the Notice Packets to be sent to Class Members as specified herein. Class Counsel will prepare the Motion for Preliminary Approval.

52. Released Claims.

a. Participating Class Members' Released Claims. Upon Defendant funding the Gross Settlement Amount in full, Participating Class Members shall be deemed to have released the Released Parties of any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the operative complaint and arising at any time during the class period, including claims for (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (9) unfair and unlawful business practices.

b. PAGA Release. Upon Defendant funding the Gross Settlement Amount in full, Plaintiff and the State of California shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative complaint and arising at any time during the PAGA Period ("PAGA Released Claims"). In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969, Aggrieved Employees are not permitted to opt-out of the settlement of the PAGA claims. As a result of this

1 release, the Aggrieved Employees shall be precluded from bringing claims against the Released
2 Parties for the Released PAGA Claims.

3 c. Plaintiff's Release. Upon Defendant funding the Gross Settlement
4 Amount, Plaintiff shall release the Released Parties of any and all claims, demands, rights,
5 liabilities, and/or causes, of any form whatsoever, arising under federal, state, local, or common
6 laws, rules, or regulations, whether known or unknown, unforeseen, unanticipated, unsuspected or
7 latent, that have been or could have been asserted by Plaintiff, or Plaintiff's heirs, successors
8 and/or assigns, whether directly, indirectly, representatively, derivatively or in any other capacity,
9 against Defendant or any of the other Released Parties, arising at any time prior to entry of the
10 Final Order and Judgment, including but not limited to those claims raised in the Action, and
11 those arising from or related to Plaintiff's work with Defendant. This release specifically
12 excludes claims for unemployment insurance, disability, social security, and workers'
13 compensation (except for claims pursuant to Labor Code Sections 132a and 4553).

14 As to the released claims only, Plaintiff expressly waives all rights and benefits under the
15 terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

16 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
17 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
19 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
20 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
21 DEBTOR OR RELEASED PARTY."

22 Notwithstanding the provisions of section 1542, and for the purpose of implementing a
23 full and complete release, Plaintiff expressly acknowledges that this Settlement is intended to
24 include in its effect, without limitation, all claims which she does not know or suspect to exist in
25 her favor at the time of execution hereof, and that the Settlement contemplates the
26 extinguishment of all such claims.

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1 53. Settlement Administration.

2 a. Within ten (10) days of entry of the Preliminary Approval Order,
3 Defendant shall provide the Settlement Administrator with the Class Information for purposes of
4 mailing the Notice Packets to Class Members.

5 i. Notice by First Class U.S. Mail. Upon receipt of the Class
6 Information, the Settlement Administrator shall perform a search based on the National Change
7 of Address Database maintained by the United States Postal Service to update and correct any
8 known or identifiable address changes. Within ten (10) days after receiving the Class Information
9 from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice
10 Packets to all Class Members via regular First Class U.S. Mail. The Settlement Administrator
11 shall exercise its best judgment to determine the current mailing address for each Class Member.
12 The address identified by the Settlement Administrator as the current mailing address shall be
13 presumed to be the most current mailing address for each Class Member. The Parties agree that
14 this procedure for notice provides the best notice practicable to Class Members and fully
15 complies with due process.

16 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
17 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-
18 mailed to the forwarding address affixed thereto. If no forwarding address is provided, the
19 Settlement Administrator shall promptly attempt to determine a correct address by the use of
20 skip-tracing, or other type of automated search, using the name, address and/or Social Security
21 number of the Class Member involved, and shall then perform a re-mailing to the Class Member
22 whose Notice Packet was returned as non-deliverable, assuming another mailing address is
23 identified by the Settlement Administrator. If a Notice Packet is re-mailed to a Class Member
24 less than ten (10) days prior to the Response Deadline, the Class Member shall have their
25 Response Deadline extended by ten (10) days from the date the Settlement Administrator re-mails
26 the Notice Packet. If these procedures are followed, notice to Class Members shall be deemed to
27 have been fully satisfied, and if the intended recipient of the Notice Packet does not receive the
28

1 Notice Packet, the intended recipient shall nevertheless remain a Class Member and shall be
2 bound by all terms of the Settlement and the Final Order and Judgment.

3 iii. Determination of Individual Class Payments and Individual PAGA
4 Payments. The Settlement Administrator shall determine the eligibility for, and the amount of,
5 each Individual Class Payment and Individual PAGA Payment under the terms of this Stipulation.
6 The Settlement Administrator's determination of the eligibility for and amount of each Individual
7 Class Payment and Individual PAGA Payment shall be binding upon the Class Member and/or
8 Aggrieved Employee, yet subject to review by Class Counsel, Defense Counsel, and the Court.
9 In the absence of fraud or gross negligence, Defendant's records shall be presumed accurate.

10 iv. Disputes Regarding Administration of Settlement. Any dispute not
11 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
12 resolved by the Court. Prior to any such involvement of the Court, counsel for the Parties shall
13 confer in good faith to resolve the dispute without the necessity of involving the Court.

14 b. Requests for Exclusion. The Class Notice shall explain that Class
15 Members who wish to exclude themselves from the class settlement must submit a Request for
16 Exclusion Form to the Settlement Administrator by the Response Deadline. The Request for
17 Exclusion Form must: (1) contain the full name, address, telephone number, and last four digits of
18 the Social Security Number (for identification purposes only) of the person requesting exclusion;
19 (2) be signed by the Class Member; and (3) be postmarked by the Response Deadline and
20 returned to the Settlement Administrator at the specified address Subject to review by Class
21 Counsel, Defense Counsel, and the Court, the date of the postmark on the return mailing envelope
22 on the Request for Exclusion Form shall be the exclusive means used by the Settlement
23 Administrator to determine whether a Class Member has timely requested exclusion from the
24 class settlement. Any Class Member who timely and properly requests to be excluded from the
25 class settlement shall not be entitled to an Individual Class Payment and shall not be bound by the
26 terms of the Settlement nor shall the Class Member have any right to object to the Settlement or
27 appeal from the entry of the Final Order and Judgment. Class Members who do not submit a
28 valid and timely Request for Exclusion Form on or before the Response Deadline shall be bound

1 by all terms of the Settlement and the Final Order and Judgment entered in this Action if the
2 Settlement is finally approved by the Court. No later than ten (10) days after the Response
3 Deadline, the Settlement Administrator shall provide counsel for the Parties a complete list of all
4 Class Members who submitted a timely and valid Request for Exclusion Form.

5 c. Objections. The Class Notice shall state that Class Members who wish to
6 object to the Settlement must submit to the Settlement Administrator an Objection Form by the
7 Response Deadline or appear at the Final Approval Hearing to explain their objection(s). An
8 Objection Form must (1) state the full name, address, and telephone number of the Class
9 Member; (2) be signed by the Class Member; (3) state the grounds for the objection; and (4) be
10 postmarked by the Response Deadline and returned to the Settlement Administrator at the
11 specified address. The Settlement Administrator shall immediately upon receipt transmit to Class
12 Counsel and Defense Counsel copies of all objections and supporting papers. Plaintiff shall file
13 the objections and all supporting papers with the Court at the same time that Plaintiff files the
14 motion for final approval. Subject to review by Class Counsel, Defense Counsel, and the Court,
15 the date of the postmark on the return mailing envelope on the Objection Form shall be the
16 exclusive means used by the Settlement Administrator to determine whether a Class Member has
17 timely objected to the Settlement. The Court, however, shall retain final authority with respect to
18 the consideration and admissibility of any Class Member objections. A Class Member may
19 appear personally or through an attorney, at his or her own expense, at the Final Approval
20 Hearing to present his or her objection directly to the Court. Class Members who do not submit a
21 Objection Form or appear at the Final Approval Hearing to explain their objection(s) shall be
22 deemed to have waived any objections and shall be foreclosed from making any objections
23 (whether by appeal or otherwise) to the Settlement. If a Class Member objects to this Settlement,
24 the Class Member will remain a member of the class and if the Court approves this Stipulation,
25 the Class Member will be bound by the terms of the Settlement and Final Order and Judgment in
26 the same way and to the same extent as a Participating Class Member who does not object. At no
27 time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or otherwise

1 encourage or discourage Class Members from objecting to the Settlement or filing an appeal from
2 the Final Order and Judgment.

3 d. Disputes Regarding the Number of Workweeks. If a Class Member
4 disagrees with the number of Workweeks stated on the Class Notice, the Class Member must
5 send a letter to the Settlement Administrator by the Response Deadline stating the reasons why he
6 or she disputes the number of Workweeks and provide any supporting documentation. The
7 Settlement Administrator will evaluate the evidence submitted by the Class Member, as well as
8 any evidence submitted by Defendant, and make a decision as to the number of Workweeks that
9 should be applied and/or the Individual Class Payment to which the Class Member is entitled.
10 The Settlement Administrator's decision as to the total number of Workweeks shall be final and
11 non-appealable, yet subject to review by the Court. The Settlement Administrator shall send
12 written notice of the decision on any such dispute to the Class Member, Class Counsel, and
13 Defense Counsel within ten (10) days of receipt of the dispute.

14 e. Monitoring and Reviewing Settlement Administration. The Parties have
15 the right to monitor and review the administration of the Settlement to verify that the monies
16 allocated under the Settlement are distributed in the correct amount, as provided for in this
17 Stipulation.

18 f. Best Efforts. The Parties agree to use their best efforts to carry out the
19 terms of this Settlement.

20 54. Funding and Allocation of the Gross Settlement Amount. Defendant shall fund the
21 Gross Settlement Amount in two (2) equal installment payments of Three Hundred Thousand
22 Dollars (\$300,000.00). Defendant shall transmit the first installment payment to the Settlement
23 Administrator in any feasible manner, including, but not limited to, wire transfer by July 20,
24 2026. The second installment payment shall be transmitted to the Settlement Administrator no
25 later than January 20, 2027. If this Settlement is not finally approved by the Court in full, or is
26 terminated, rescinded or canceled or fails to become effective for any reason, or if the Effective
27 Date does not occur, then any portion of the Gross Settlement Amount transmitted to the
28 Settlement Administrator by Defendant shall be returned to Defendant.

1 a. Individual Class Payments and Individual PAGA Payments. Class
2 Members shall not be required to submit a claim in order to receive a share of the Net Settlement
3 Amount, and no portion of the Gross Settlement Amount shall revert to Defendant or result in an
4 unpaid residue. Individual Class Payments and Individual PAGA Payments shall be paid by the
5 Settlement Administrator from the Gross Settlement Amount pursuant to the formula set forth
6 herein. Individual Class Payments and Individual PAGA Payments shall be mailed by the
7 Settlement Administrator by regular First-Class U.S. Mail to each Participating Class Member
8 and/or Aggrieved Employee's last known mailing address within ten (10) days after Defendant
9 provides the Settlement Administrator with the full Gross Settlement Amount. Prior to mailing
10 the Individual Class Payments and Individual PAGA Payments, the Settlement Administrator
11 shall perform a search based on the National Change of Address Database maintained by the
12 United States Postal Service to update and correct any known or identifiable address changes.

13 i. Each Participating Class Member's Individual Class Payment shall
14 be calculated by the Settlement Administrator according to the following formula: Defendant
15 shall provide the Settlement Administrator with the Workweeks for each Participating Class
16 Member. The Settlement Administrator shall then divide the Net Settlement Amount by the total
17 number of Workweeks for all Participating Class Members resulting in a value for each week
18 worked by the Participating Class Members during the Class Period ("Workweek Value"). The
19 Settlement Administrator shall then multiply the number of Workweeks for each Participating
20 Class Member by the Workweek Value.

21 ii. In addition, all Aggrieved Employees shall receive a pro rata share
22 of the portion of the PAGA Penalties allocated to Aggrieved Employees based on their Pay
23 Periods during the PAGA Period.

24 iii. Individual Class Payments and Individual PAGA Payments shall be
25 made by check and shall be made payable to each Participating Class Member and/or Aggrieved
26 Employee as set forth in this Stipulation.

27 iv. Individual Class Payments shall be allocated as follows: twenty
28 percent (20%) as wages subject to all applicable tax withholdings, and eighty percent (80%) as

1 non-wage penalties, interest, and reimbursement of employment-related expenses not subject to
2 payroll tax withholdings. Individual PAGA Payments shall be allocated as 100% non-wage
3 penalties. The Settlement Administrator shall issue an IRS Form W-2 to each Participating Class
4 Member for the portion of each Individual Class Payment allocated as wages and subject to all
5 applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each
6 Participating Class Member and Aggrieved Employee for the portion of each Individual Class
7 Payment and Individual PAGA Payment allocated as non-wage penalties, interest, and
8 reimbursement of employment-related expenses not subject to payroll tax withholdings. The
9 Settlement Administrator shall calculate the amount of the Employer Taxes and shall remit and
10 report the applicable portions of the payroll tax payment to the appropriate taxing authorities in a
11 timely manner.

12 v. Individual Class Payment and Individual PAGA Payment checks
13 shall remain negotiable for one hundred eighty (180) days from the date of mailing. If an
14 Individual Class Payment and/or Individual PAGA Payment check remains uncashed after one
15 hundred eighty (180) days from issuance, the Settlement Administrator shall distribute the value
16 of the uncashed check to the State Controller's Office Unclaimed Property Fund in the name of
17 the Participating Class Member and/or Aggrieved Employee. In such event, such Participating
18 Class Members and/or Aggrieved Employees shall nevertheless remain bound by the Settlement.
19 Neither Defendant, Defense Counsel, Class Counsel, nor Plaintiff will have any liability for lost
20 or stolen settlement checks, forged signatures on settlement checks, unauthorized negotiation of
21 settlement checks, or failure to timely cash a settlement check within the 180-day period.

22 vi. All monies received by Class Members under the Settlement which
23 are attributable to wages shall constitute income to such Class Members solely in the year in
24 which such monies actually are received by the Class Members. It is expressly understood and
25 agreed that the receipt of Individual Class Payments and Individual PAGA Payment shall not
26 entitle any Class Member and/or Aggrieved Employee to additional compensation or benefits
27 under any collective bargaining agreement or under any bonus, contest or other compensation or
28 benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle

1 any Class Member and/or Aggrieved Employee to any increased pension and/or retirement, or
2 other deferred compensation benefits. It is the intent of the Parties that Individual Class
3 Payments and Individual PAGA Payments provided for in this Stipulation are the sole payments
4 to be made by Defendant to Class Members in connection with this Settlement, with the
5 exception of Plaintiff, and that the Class Members and/or Aggrieved Employees are not entitled
6 to any new or additional compensation or benefits as a result of having received the Individual
7 Class Payments and Individual PAGA Payments.

8 b. Class Representative Service Award. Subject to Court approval, Plaintiff
9 shall be paid a Class Representative Service Award not to exceed Twenty Thousand Dollars
10 (\$20,000.00), or any lesser amount as awarded by the Court, for her time and effort in bringing
11 and presenting the Action and for releasing her claims. Defendant shall not oppose or object to
12 Plaintiff's request for a Class Representative Service Award in an amount not to exceed Twenty
13 Thousand Dollars (\$20,000.00). The Class Representative Service Award shall be paid to
14 Plaintiff from the Gross Settlement Amount no later than ten (10) days after the latter of the
15 Effective Date or the date Defendant provides the Settlement Administrator with the full Gross
16 Settlement Amount. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for
17 the Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay
18 any and all applicable taxes on the Class Representative Service Award and shall hold harmless
19 Defendant, Class Counsel, and Defense Counsel from any claim or liability for taxes, penalties, or
20 interest arising as a result of payment of the Class Representative Service Award. The Class
21 Representative Service Award shall be made in addition to Plaintiff's Individual Class Payment
22 and Individual PAGA Payment. Any amount requested by Plaintiff for the Class Representative
23 Service Award and not awarded by the Court shall become part of the Net Settlement Amount
24 and shall be distributed to Participating Class Members as part of their Individual Class
25 Payments.

26 c. Class Counsel Award. Subject to Court approval, Class Counsel shall be
27 entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (1/3) of the
28 Gross Settlement Amount, which amounts to Two Hundred Thousand Dollars (\$200,000.00). In

1 addition, subject to Court approval, Class Counsel shall be entitled to an award of reasonable
2 costs associated with Class Counsel's prosecution of the Action in an amount not to exceed One
3 Hundred Sixty Five Thousand Dollars (\$165,000.00). Class Counsel shall provide the Settlement
4 Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement
5 Administrator to process the Class Counsel Award approved by the Court. Defendant shall not
6 oppose or object to Plaintiff's request for an award of attorneys' fees in an amount not to exceed
7 Two Hundred Thousand Dollars (\$200,000.00) and request for an award of reasonable costs not
8 to exceed One Hundred Sixty Five Thousand Dollars (\$165,000.00). In the event the Court
9 awards Class Counsel less than Two Hundred Thousand Dollars (\$200,000.00) in attorneys' fees
10 and/or less than One Hundred Sixty Five Thousand Dollars (\$165,000.00) in costs, the difference
11 shall become part of the Net Settlement Amount and shall be distributed to Participating Class
12 Members as part of their Individual Class Payments. Class Counsel shall be paid any Court-
13 awarded attorneys' fees and costs no later than ten (10) days after the latter of the Effective Date
14 or the date Defendant provides the Settlement Administrator with the full Gross Settlement
15 Amount. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
16 Class Counsel Award. The Settlement Administrator shall issue an IRS Form 1099 to Class
17 Counsel for the Class Counsel Award. This Settlement is not conditioned upon the Court
18 awarding Class Counsel any particular amount of attorneys' fees or costs.

19 d. PAGA Penalties. Thirty Thousand Dollars (\$30,000.00) from the Gross
20 Settlement Amount shall be allocated as penalties under PAGA, of which Twenty-Two Thousand
21 and Five Hundred Dollars (\$22,500.00) shall be paid by the Settlement Administrator directly to
22 the LWDA. The remaining Seven Thousand and Five Hundred Dollars (\$7,500.00) shall be
23 distributed to Aggrieved Employees as Individual PAGA Payments. The LWDA shall be paid
24 the LWDA Payment no later than ten (10) days after the latter of the Effective Date or the date
25 Defendant provides the Settlement Administrator with the full Gross Settlement Amount.

26 e. Settlement Administration Costs.

27 i. The Settlement Administration fees and expenses, which are
28 estimated not to exceed Fifteen Thousand Dollars (\$15,000.00), shall be paid from the Gross

1 Settlement Amount. The Settlement Administrator shall be paid any Court-approved Settlement
2 Administration Costs no later than ten (10) days after the latter of the Effective Date or the date
3 Defendant provides the Settlement Administrator with the full Gross Settlement Amount.

4 ii. Prior to Plaintiff filing a motion for final approval of the
5 Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the
6 Settlement Administration Costs to date. The Parties agree to cooperate in the Settlement
7 Administration process and to make all reasonable efforts to control and minimize Settlement
8 Administration Costs.

9 iii. The Parties each represent they do not have any financial interest in
10 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
11 that could create a conflict of interest.

12 iv. The Settlement Administrator shall keep the Parties timely apprised
13 of the performance of all Settlement Administrator responsibilities required by the Settlement.
14 The Settlement Administrator shall be authorized to establish a QSF pursuant to IRS rules and
15 regulations in which the Gross Settlement Amount shall be placed and from which payments
16 required by the Settlement shall be made.

17 55. Final Settlement Approval Hearing and Entry of Judgment. Following expiration
18 of the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to
19 grant final approval of the Settlement, including determining the amounts properly payable for:
20 (i) the Class Counsel Award; (ii) the Class Representative Service Award; and (iii) PAGA
21 Penalties. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a
22 declaration to the Parties describing the process and results of the administration of the Settlement
23 to date which shall be filed by Plaintiff with the Court prior to the Final Approval Hearing. If the
24 Court grants final approval of the Settlement, the Settlement Administrator shall post notice of
25 final judgment on its website within seven (7) calendar days of entry of the Final Order and
26 Judgment.

27 56. Nullification of Settlement. In the event: (i) the Court does not enter the
28 Preliminary Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the

1 Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final
2 for any other reason, this Stipulation shall be rendered null and void, any order or judgment
3 entered by the Court in furtherance of this Settlement shall be treated as void from the beginning
4 and this Stipulation and any documents related to it shall not be used by any Class Member or
5 Class Counsel to support any claim or request for class certification in the Action, and shall not
6 be used in any other civil, criminal or administrative action against Defendant or any of the other
7 Released Parties. In the event an appeal is filed from the Final Order and Judgment, or any other
8 appellate review is sought, administration of the Settlement shall be stayed pending final
9 resolution of the appeal or other appellate review. Any fees incurred by the Settlement
10 Administrator prior to it being notified of the filing of an appeal from the Final Order and
11 Judgment, or any other appellate review, shall be paid by Defendant to the Settlement
12 Administrator.

13 57. No Admission by Defendant. This agreement is entered into without any
14 admission of liability by Defendant. Defendant expressly denies any wrongdoing or liability to
15 Plaintiff or any of its other current and former employees.

16 58. Option to Terminate Settlement. If more than ten (10) percent of the Class
17 Members opt out of the Settlement, Defendant may, in its discretion, withdraw from the
18 Settlement. Defendant must notify Class Counsel of its election to withdraw from the Settlement
19 not later than seven days after the Settlement Administrator advises the Parties of the total
20 number of opt outs. If Defendant withdraws from the Settlement, Defendant shall pay any
21 Settlement Administration Costs incurred to date.

22 59. Confidentiality. Plaintiff, Defendant, Class Counsel, and Defense Counsel agree
23 to keep the terms of the Stipulation confidential until the filing of Plaintiff's motion for
24 preliminary approval.

25 60. Exhibits and Headings. The terms of this Stipulation include the terms set forth in
26 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
27 The Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of
28 any paragraphs or sections of this Stipulation are inserted for convenience of reference only.

1 61. Stay of Action. The Parties agree that upon the execution of this Agreement the
2 Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further
3 agree that pursuant to Code of Civil Procedure section 583.330, the time to bring this case to trial
4 pursuant to Code of Civil Procedure shall be extended from January 15, 2026 through the entirety
5 of the settlement approval process.

6 62. Amendment or Modification. This Stipulation may be amended or modified only
7 by a written instrument signed by all Parties or their representatives, and approved by the Court.

8 63. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
9 agreement between the Parties, and no oral or written representations, warranties, or inducements
10 have been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits other than the
11 representations, warranties, and covenants contained and memorialized in this Stipulation and its
12 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding
13 on the Parties.

14 64. Authorization to Enter into Settlement Agreement. Class Counsel and Defense
15 Counsel warrant and represent they are expressly authorized by the Parties whom they represent
16 to negotiate this Stipulation and to take all appropriate actions required or permitted to be taken
17 by such Parties pursuant to this Stipulation to effectuate its terms, and to execute any other
18 documents required to effectuate the terms of this Stipulation. The Parties, Class Counsel, and
19 Defense Counsel shall cooperate with each other and use their best efforts to effect the
20 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
21 form or content of any document needed to implement the Settlement, or on any supplemental
22 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may
23 seek the assistance of mediator Hon. Daniel J. Buckley (Ret.) to resolve such disagreement. The
24 person signing this Stipulation on behalf of Defendant represents and warrants that he/she is
25 authorized to sign this Stipulation on behalf of Defendant. Plaintiff represents and warrant that
26 she is authorized to sign this Stipulation and that she has not assigned any claim, or part of a
27 claim, covered by this Settlement to a third-party. The Parties have cooperated in the drafting and
28

1 preparation of this Stipulation. Hence, in any construction made of this Stipulation, the same
2 shall not be construed against any of the Parties.

3 65. Binding on Successors and Assigns. This Stipulation shall be binding upon, and
4 inure to the benefit of, the successors and assigns of the Parties.

5 66. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall
6 be governed by and interpreted according to the laws of the State of California, without giving
7 effect to any law that would cause the laws of any jurisdiction other than the State of California to
8 be applied.

9 67. Counterparts. This Stipulation may be executed in one or more counterparts. All
10 executed counterparts and each of them shall be deemed to be one and the same instrument.

11 68. Jurisdiction of the Court. Following entry of the Final Order and Judgment,
12 pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction of this
13 Action solely for the purpose of interpretation, implementation, and enforcement of the terms of
14 this Stipulation and all orders and judgments entered in connection therewith, and the Parties,
15 Class Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of
16 interpreting, implementing, and enforcing the Settlement embodied in this Stipulation and all
17 orders and judgments entered in connection therewith.

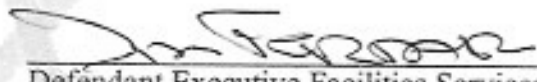
18 69. Invalidity of Any Provision. Before declaring any term or provision of this
19 Stipulation invalid, the Parties request that the Court first attempt to construe the terms or
20 provisions valid to the fullest extent possible consistent with applicable precedents so as to define
21 all provisions of this Stipulation as valid and enforceable.

22 70. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
23 Class Members are so numerous, it is impossible or impractical to have each Class Member
24 execute the Stipulation. The Class Notice shall advise all Class Members of the binding nature of
25 the Settlement, and the release of Released Claims and shall have the same force and effect as if
26 this Stipulation were executed by each Participating Class Member.

27 Dated: Mar 2, 2026, 2026


Maria Felix (Mar 2, 2026 11:47:35 PST)
Plaintiff Maria Felix

1 Dated: 2/21/20, 2026


Defendant Executive Facilities Services, Inc.

2 By: Jim Ferraro

3 Its: President

4
5 APPROVED AS TO FORM AND CONTENT:

6
7 Dated: _____, 2026

MATERN LAW GROUP, PC

8
9 By: _____

10 Matthew J. Matern
11 Launa Adolph
12 Erin R. Hutchins
13 Attorneys for Plaintiff Maria Felix

14 Dated: _____, 2026

REID & HELLYER APC

15 By: _____

16 Douglas A. Plazak
17 Kiki Manti Engel
18 Attorneys for Defendant Executive Facilities
19 Services, Inc.

1 Dated: _____, 2026

Defendant Executive Facilities Services, Inc.

2 By: _____

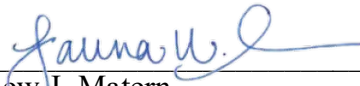
3 Its: _____

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5 APPROVED AS TO FORM AND CONTENT:

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7 Dated: March 2, 2026

MATERN LAW GROUP, PC

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9 By: _____


Matthew J. Matern

Launa Adolph

Erin R. Hutchins

Attorneys for Plaintiff Maria Felix

10
11
12 Dated: _____, 2026

REID & HELLYER APC

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14 By: _____

Douglas A. Plazak

Kiki Manti Engel

Attorneys for Defendant Executive Facilities
Services, Inc.

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Dated: 2/18, 2026

Defendant Executive Facilities Services, Inc.

By: [Signature]

Its: [Signature]

APPROVED AS TO FORM AND CONTENT:

Dated: _____, 2026

MATERN LAW GROUP, PC

By:

Matthew J. Matern
Launa Adolph
Erin R. Hutchins
Attorneys for Plaintiff Maria Felix

Dated: Feb 19, 2026

REID & HELLYER APC

By:

[Signature]
Douglas A. Plazak
Kiki Manti Engel
Attorneys for Defendant Executive Facilities
Services, Inc.

EXHIBIT 1

NOTICE OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

Maria Felix v. Executive Facilities Services, Inc.
Riverside County Superior Court Case No. CVRI2100452

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

A proposed settlement (the “Settlement”) has been reached in a class and representative action lawsuit entitled *Maria Felix v. Executive Facilities Services, Inc., et al.*, Riverside County Superior Court Case No. CVRI2100452 (the “Action”). The purpose of this Notice of Class and Representative Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement.

The proposed Settlement has two main parts: (1) a class settlement on behalf of all persons who worked for defendant Executive Facilities Services, Inc. (“Defendant”) as non-exempt, hourly janitorial employees in California during the Class Period (January 29, 2017 to February 15, 2026), excluding any employees who previously opted out of the class (“Class Members”); and (2) a settlement under the Private Attorneys General Act (“PAGA”) on behalf of all persons who worked for Defendant as non-exempt, hourly janitorial employees in California at any time during the PAGA Period (November 25, 2019 to February 15, 2026) (“Aggrieved Employees”).

According to Defendant’s records, you worked <<Workweeks>> workweeks during the Class Period. Based on the number of workweeks, your estimated Individual Class Payment is <<EstClassPayment>> (less withholdings).

According to Defendant’s records, you worked <<PayPeriods>> pay periods during the PAGA Period. Based on the number of pay periods, your estimated Individual PAGA Payment is <<EstPAGAPayment>>.

The Court has preliminarily approved the Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. The Court has determined only that there is sufficient evidence to suggest the Settlement might be fair, adequate and reasonable. A hearing concerning the Settlement (the “Settlement Hearing”) will be held before the Hon. Harold Hopp on [REDACTED] at [REDACTED] in Department 1 of the Riverside County Superior Court, located at 4050 Main Street Riverside, CA 92501, to make a final determination on whether the Settlement is fair, adequate and reasonable and should be finally approved by the Court.

Your legal rights may be affected whether you act or not. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will remain a part of the class and will receive an Individual Class Payment and, if you are an Aggrieved Employee, an Individual PAGA Payment. In exchange, you will give up the right to pursue claims against Defendant and affiliated persons and entities that are covered by the Settlement (Released Claims), as defined below.
EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT	You have the option to pursue separate legal action against Defendant about the claims in this lawsuit. If you choose to do so, you must exclude yourself, in writing, from the class settlement. As a result, you will not receive any benefits under the class settlement. You cannot opt out of the PAGA portion of the Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved

	Employees, and the Aggrieved Employees will give up the right to pursue the Released PAGA Claims, as defined below.
OBJECT TO THE CLASS SETTLEMENT	You may object to the class settlement by submitting a written statement explaining why you do not like the Settlement or explaining your objections in person at the Settlement Hearing. This option is available only if you do not exclude yourself from the class settlement.
CHALLENGE THE NUMBER OF WORKWEEKS AND/OR PAY PERIODS	The amounts of your Individual Class Payment and Individual PAGA Payment, if any, are based on how many weeks you worked during the Class Period, and how many pay periods you worked during the PAGA Period, respectively. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, if any, are listed on the first page of this Notice. If you disagree with the number of workweeks and/or pay periods listed on this Notice, you can submit a challenge to the number of workweeks and/or pay periods.

These options are discussed in more detail below.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

Who is affected by this proposed Settlement?

There are two groups of employees affected by this Settlement:

- (1) **Class Members:** all current and former non-exempt, hourly employees who were employed by Defendant in California at any time from January 29, 2017 to February 15, 2026, excluding any employees who previously opted out of the class; and
- (2) **Aggrieved Employees:** all persons who worked for Defendant as non-exempt, hourly janitorial employees in California at any time during the November 25, 2019 to February 15, 2026.

If you worked one or more workweeks during the Class Period, you are a Class Member. If you worked one or more pay periods during the PAGA Period, you are an Aggrieved Employee.

What is this case about?

In the Action, plaintiff Maria Felix (“Plaintiff”) alleges on behalf of herself and the Class Members the following claims against Defendant: (1) failure to provide required meal periods; (2) failure to provide required rest periods; (3) failure to pay overtime wages; (4) failure to pay minimum wages; (5) failure to maintain required records; (6) failure to furnish accurate itemized wage statements; (7) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (8) unfair and unlawful business practices. Plaintiff also asserts a claim for penalties under PAGA as a representative action. Plaintiff seeks unpaid wages, statutory and civil penalties, restitution, interest, attorneys’ fees, and costs.

Defendant denies all liability and is confident it has strong legal and factual defenses to these claims.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant. Both sides agree that in light of the risks and expenses associated with continued litigation,

this Settlement is fair, adequate and reasonable. Plaintiff also believes the Settlement is in the best interests of all Class Members. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses.

What is a class action?

A class action is a lawsuit brought by one or more plaintiffs on behalf of a group or "class" of other similarly situated people seeking to have their claims and rights against the same defendant decided in one proceeding. In a class action, the plaintiffs and their attorneys represent the interests of the class. As a result of certifying a case as a class action, the Court may resolve the certified claims of all class members collectively and at the same time. Whether the class wins or loses the case, all class members are bound by the decision or judgment entered in the case and may not file their own lawsuit about the same claims that were decided in the class action.

What is a representative action?

A representative action, as that phrase is used in this lawsuit, is an action under the Private Attorneys General Act of 2004 ("PAGA") which allows one or more employees who worked for the same employer and suffered Labor Code violations to represent other employees and collect penalties for the employer's Labor Code violations during the PAGA period. Unlike the class action claims, employees cannot exclude themselves from the PAGA claim.

Who are the attorneys representing the Class Members and Aggrieved Employees?

The attorneys representing the Class Members and Aggrieved Employees in the Action are:

Matthew J. Matern
Launa Adolph
Erin R. Hutchins
MATERN LAW GROUP, PC
2101 E. El Segundo Blvd., Suite
403 El Segundo, California 90245
310-531-1900
info@maternlawgroup.com

What are the Settlement terms?

Subject to final Court approval, Defendant will pay \$600,000.00 (the "Gross Settlement Amount") for: (a) Individual Class Payments to Class Members who have not opted out of the class and who do not request to be excluded from the Settlement ("Participating Class Members"); (b) Individual PAGA Payments to Aggrieved Employees; (c) the Court-approved Service Award to Plaintiff; (d) the Court-approved attorneys' fees and costs to Class Counsel; (e) the costs of administering the Settlement; (f) the payment to the California Labor and Workforce Development Agency ("LWDA") for its share of the PAGA penalties; and (g) Employer Taxes.

Individual Settlement Payments. After deduction from the Gross Settlement Amount for Class Counsel's attorneys' fees and costs, the Service Award to Plaintiff, the PAGA Penalties, the costs of administering the Settlement, and Employer Taxes, there will be a Net Settlement Amount. From the Net Settlement Amount, each Participating Class Member will receive an Individual Class Payment. The Net Settlement Amount will be divided pro rata among all Participating Class Members based on the total number of weeks worked during the Class Period. In addition, all Aggrieved Employees will receive a pro rata share of the portion of the PAGA Penalties allocated to Aggrieved Employees based on the number of pay periods worked during PAGA Period. Your estimated Individual Class Payment and Individual PAGA Payment, if any, are listed on the first page of this Notice. Please note that the listed amounts are only estimates, and your actual payments may be greater or less than the amounts reported above.

If a settlement check remains uncashed after 180 days from issuance, the Settlement Administrator will pay the amount represented by the check to the State Controller's Office Unclaimed Property Fund, with the identity of the Class Member and/or Aggrieved Employee to whom the funds belong. In such event, the Class Member and/or Aggrieved Employee will remain bound by the terms of the Settlement.

For tax reporting purposes, Individual Class Payments will be allocated 20% as wages and 80% as non-wages. The wage portion of the Individual Class Payments will be subject to the withholding of applicable local, state, and federal taxes and will be reported on an IRS W-2 Form. Individual PAGA Payments will be allocated 100% as non-wage penalties and will be reported on an IRS 1099 Form.

The Parties and their attorneys do not make any representations concerning the tax consequences of this Settlement or your participation in it and are unable to offer tax advice. Class Members and Aggrieved Employees should consult with their own tax advisors concerning the tax consequences of the Settlement.

Class Counsel Attorneys' Fees and Costs, Service Award, Settlement Administration Costs and PAGA Penalties. Class Counsel will ask the Court to award attorneys' fees up to \$200,000.00 (one-third of the Gross Settlement Amount) and reimbursement of actual and reasonable costs incurred in the Action not to exceed \$165,000.00. In addition, Class Counsel will ask the Court to authorize a Service Award payment of up to \$20,000.00 to Plaintiff for her effort in prosecuting the Action on behalf of the Class Members. The Parties estimate the cost of administering the Settlement will not exceed \$15,000. In addition, \$30,000.00 will be allocated to penalties under PAGA, of which 75%, or \$22,500.00, will be paid to the LWDA, and the remaining 25%, or \$7,500.00, will be distributed to Aggrieved Employees. Any amounts not requested or awarded by the Court will be included in the Net Settlement Amount and will be distributed to Participating Class Members, as set forth above.

What claims are being released by the proposed Settlement?

Release by Participating Class Members. Upon Defendant funding the Gross Settlement Amount in full, Participating Class Members shall be deemed to have released the Released Parties of any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have been pleaded based upon the factual allegations set forth in the operative complaint and arising at any time during the class period, including claims for (1) failure to provide meal periods; (2) failure to authorize and permit rest periods; (3) failure to pay minimum wages; (4) failure to pay overtime wages; (5) failure to pay all wages due to discharged and quitting employees; (6) failure to maintain required records; (7) failure to furnish accurate itemized statements; (8) failure to indemnify employees for necessary expenditures incurred in discharge of duties; and (9) unfair and unlawful business practices.

PAGA Release. Upon Defendant funding the Gross Settlement Amount in full, Plaintiff and the State of California shall be deemed to have released the Released Parties of any and all claims and/or causes of action under PAGA which are based upon the factual allegations set forth in the operative complaint and arising at any time during the PAGA Period ("PAGA Released Claims"). In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Sup. Ct. (Angelo Dairy)* (2009) 46 Cal.4th 969, Aggrieved Employees are not permitted to opt-out of the settlement of the PAGA claims. As a result of this release, the Aggrieved Employees shall be precluded from bringing claims against the Released Parties for the Released PAGA Claims.

The "Released Parties" are Defendant and its officers, directors, employees, and agents.

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the class and receive an Individual Class Payment; or (B) exclude yourself from the class settlement. If you choose option (A), you may also object to the Settlement and/or challenge the number of workweeks reported on the first page of this Notice, as explained below.

OPTION A. Remain in the Settlement Class. If you wish to remain in the class and be eligible to receive an Individual Class Payment, **you do not need to take any action.** By remaining in the class, you consent to the release of claims as described above. If you remain in the class, you will be represented at no cost by Class Counsel.

Object to the Settlement. If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you must appear at the Settlement Hearing to explain your objection or return the Objection Form sent with this Class Notice to the Settlement Administrator. The Objection Form must: (1) state your full name, address, and telephone number; (2) be signed by you; (3) state the grounds for the objection; and (4) be postmarked on or before **<<Response Deadline>>** and returned to the Settlement Administrator at the following address:

Felix v. Executive Facilities Services, Inc.
c/o Xpand Legal Consulting LLC

Address
City, State Zip

You can also hire an attorney at your own expense to represent you in your objection. Any Class Member who does not object in writing or at the Settlement Hearing shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of claims as set forth above, unless the Settlement is not finally approved by the Court.**

Challenge the Number of Workweeks. If you disagree with the number of workweeks listed on the first page of this Notice, you must send a letter to the Settlement Administrator stating the reasons why you dispute the number of workweeks and provide any supporting documentation that you have, such as paystubs. The information you provide should include the estimated number of workweeks you claim you performed work as a non-exempt employee of Defendant during the Class Period. Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed above and must be postmarked on or before **<<Response Deadline>>**.

OPTION B. Request Exclusion from the Settlement. If you do not want to be part of the Settlement, you must return the Request for Exclusion sent with this Class Notice. In order to be valid, your Request for Exclusion must (1) state your full name, address, telephone number, and last four digits of your Social Security Number (for identification purposes only); (2) be signed by you; and (3) be postmarked on or before **<<Response Deadline>>** and returned to the Settlement Administrator at the address listed above.

If you do not submit a valid Request for Exclusion, you will be deemed a Participating Class Member and you will be bound by the release of claims as described above and all other terms of the Settlement. If you submit a valid Request for Exclusion, you will not be entitled to an Individual Class Payment and will not be entitled to or permitted to object to the Settlement. However, you will still receive an Individual PAGA Payment if you are an Aggrieved Employee, as you may not opt out of the PAGA portion of the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement, on [redacted] at [redacted] in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501. The Settlement Hearing may be continued without further notice to Class Members. You are not required to attend the Settlement Hearing to receive an Individual Class Payment or Individual PAGA Payment.

If the Court grants final approval of the Settlement, notice of final judgment will be posted on the Settlement Administrator's website (www.[redacted]) within seven days after entry of the Judgment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Settlement Agreement. The Stipulation of Class and Representative Action Settlement was filed on XXXXX in Department 1 of the Riverside County Superior Court, located at 4050 Main Street, Riverside, CA 92501. The Court's website, at which the case file can be viewed online, is <https://www.riverside.courts.ca.gov/>. You may request a copy of the Settlement Agreement from Class Counsel, at the address and telephone number listed above. If you have questions regarding the Settlement, you may contact the Settlement Administrator at 1-XXX-XXXX.

PLEASE DO NOT CONTACT THE COURT REGARDING THE SETTLEMENT.

EXHIBIT 2

OBJECTION FORM
Felix v. Executive Facilities Services, Inc.
Riverside County Superior Court, Case No. CVRI2100452

I want to object to the settlement in *Felix v. Executive Facilities Services, Inc.* I understand that if I object to the settlement, I will remain a member of the class and am still eligible for benefits. **If you choose to return this form, the deadline for mailing the completed form is [REDACTED], 2026.**

I. CLASS MEMBER IDENTIFICATION

Name

Street Address

(____)____-_____
Telephone Number

City, State, Zip

II. OBJECTION

Describe the basis for your objection in the space provided below and/or on the reverse side.
You may enclose additional pages.

III. MAILING INSTRUCTIONS

If you choose to return this form, you must return it to the Settlement Administrator on or before [REDACTED], 2026, at the address listed below:

Felix v. Executive Facilities Services, Inc.
c/o Xpand Legal Consulting LLC

[REDACTED]
[REDACTED]
[REDACTED]

IV. SIGNATURE

Date

Signature

EXHIBIT 3

REQUEST FOR EXCLUSION FROM CLASS ACTION SETTLEMENT

Felix v. Executive Facilities Services, Inc.

Riverside County Superior Court, Case No. CVRI2100452

Please complete and return this form only if you do **not** wish to participate in the Settlement. If you choose to return this form, the deadline for mailing the completed form is , 2026.

I. CLASS MEMBER IDENTIFICATION

Name Street Address

(____)____ - ____ - ____
Telephone Number City, State, Zip

XXX – XX – _____
Last four digits of Social Security Number (for identification purposes only)

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I have read the Notice of Class Action and Representative Action Settlement in this matter and that I wish to be excluded from the class settlement. I understand this means I will not receive an Individual Class Payment. I further understand that I cannot exclude myself from the PAGA settlement.

If you have any questions about this Request for Exclusion or your rights under the Settlement, you may contact Class Counsel at the address and telephone number below:

Matthew J. Matern
Launa Adolph
Erin R. Hutchins
MATERN LAW GROUP, PC
2101 E. El Segundo Blvd., Suite 403
El Segundo, California 90245
310-531-1900
info@maternlawgroup.com

III. MAILING INSTRUCTIONS

If you choose to return this form, you must return it to the Settlement Administrator on or before , 2026, at the address listed below:

Felix v. Executive Facilities Services, Inc.
c/o Xpand Legal Consulting LLC
Address
City, State Zip

IV. SIGNATURE

I declare under penalty of perjury that the foregoing is true and correct.

Date

Signature