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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

MAURA MUNOZ NAVA, individually, and
on behalf of all other aggrieved employees,

Plaintiff,

v.

PERFORMANCE FIRST BUILDING
SERVICES, INC, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 22CV407445

[Assigned for All Purposes to Hon. Theodore
C. Zayner, Department 19]

**SECOND AMENDED CLASS ACTION,
COLLECTIVE ACTION, AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

This Second Amended Class Action Settlement and Release (“Settlement Agreement”) is entered into by and between Plaintiff Maura Munoz Nava (“Plaintiff”), on behalf of herself and the Class, on the one hand, and Defendant Performance First Building Services Inc., a California corporation (“Defendant”), on the other hand. Plaintiff and Defendant are collectively referred to herein as “Parties” and individually referred to herein as “Party.”

In consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree that, pursuant to the terms and conditions set forth herein, which are subject to approval of the Court, this Action and the Released Claims shall be settled and compromised as between Plaintiff and the Class on the one hand and Defendant on the other hand.

DEFINITIONS

1. “Action” means *Maura Munoz Nava v. Performance First Building Services Inc., a California corporation*, Superior Court of the State of California for the County of Santa Clara, Case No.: 22CV407445.

2. “California Class” means: All nonexempt hourly employees who worked at any time for Defendant in the state of California from November 14, 2018 through November 19, 2023.

3. “Class Counsel” means the Law Office of Scott Ernest Wheeler.

4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and Class Counsel’s expenses and costs incurred in connection with this Action.

5. “Class Information” means the compilation of the following information for each Class Member: last known full name; social security number; last known address; last known telephone number; number of the Compensable Pay Period for each Class Member during the California Class Period, the FLSA Collective Period, and PAGA Period; and other such mutually agreed upon information by the Parties as may be necessary to independently review the Compensable Pay Periods attributed to each Class Member and PAGA Aggrieved Employee.

6. “California Class Member” means each person who is a member of the California Class defined above and who is eligible to participate in this Settlement.

7. “Class Notice” means the notice, substantially in the form attached hereto as

Exhibit 1, which the Settlement Administrator will mail to each Class Member, and which explains, *inter alia*, the terms of this Settlement, each Class Member’s estimated Individual Settlement Payment, the settlement process, and the right of Class Members to object to the Settlement, opt-out of the Settlement, or dispute the number of Compensable Pay Periods attributed to them. Notice to the Class Members will be in English and Spanish.

8. “California Class Period” means the time period from November 14, 2018 through November 19, 2023.

9. “Class Representative Service Award” means the amount that the Court authorizes to be paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment and Individual PAGA Payment, in recognition of, *inter alia*, his efforts and risks in assisting with the prosecution of the Action and in return for executing a general release with Defendant.

10. “Compensable Pay Period” or “Compensable Pay Period” mean a reasonable estimate of pay periods worked by each Class Member individually and collectively by all Class Members during the Class Period based on Defendant’s records and used as a value to calculate Individual Settlement Payments. A Pay Period consists of fourteen (14) days, during which a Class Member worked at least one (1) workday. A Class Member who worked less than fourteen (14) days, but at least one (1) day during the pay period, will be credited as having worked a full pay period.

11. “Court” means the Superior Court for the County of Santa Clara, State of California.

12. “Defendant” means Performance First Building Services, Inc.

13. “Effective Date” means the date on which the Settlement Agreement has been executed by Plaintiff, Defendant, Class Counsel, and the Defendant’s Counsel, the Superior Court’s Final Approval Order and Judgment becomes final, and Defendant fully funds the Gross Settlement Amount to the Settlement Administrator, as set forth Paragraph 68 of this Agreement. The Superior Court’s Final Approval Order and Judgment “becomes final” upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court; (c) if there is an

1 Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding
 2 opposing the Settlement has been filed within sixty-five (65) calendar days following the date that
 3 the Final Approval Order and Judgment is filed by the Court, then, when any such appeal, writ, or
 4 other appellate proceeding opposing the validity of the Settlement has been resolved finally and
 5 conclusively with no right to pursue further remedies or relief.

6 14. “Employer’s Share of Payroll Taxes” means the dollar amount of Defendant’s
 7 employer payroll tax obligations on the employee wages portion of the Individual Settlement
 8 Payments and FLSA Individual Settlement Payments, including but not limited to, customary
 9 withholdings for federal, state and local taxes, and any similar tax or charge. Defendant shall be
 10 responsible for paying the Employer’s Share of Payroll Taxes separately from, and in addition to, the
 11 Gross Settlement Amount, in the event that any portion of the Gross Settlement Amount is designated
 12 as wages.

13 15. “Final Approval Hearing” means the hearing that the Court will hold after the Court
 14 has granted preliminary approval of the Settlement and notice has been provided to the Class the
 15 response of the Class to the Settlement has been determined, regarding, *inter alia*, whether final
 16 approval of the Settlement is appropriate and the amounts properly payable for: (a) Individual
 17 Settlement Payments; (b) the Class Counsel Award; (c) the Class Representative Service Awards;
 18 (d) payment to the LWDA; and (e) the Settlement Administration Costs.

19 16. “Final Approval Order and Judgment” means an order and judgment that the Court
 20 will file which finally approves this Settlement and enters a judgment in favor of Plaintiff.

21 17. “FLSA Collective” means all nonexempt hourly employees who worked at any time
 22 for Defendant from November 14, 2019 through November 19, 2023.

23 18. “FLSA Collective Period” means the time period from November 14, 2019 through
 24 November 19, 2023.

25 19. “FLSA Class Members” means all individuals in the FLSA Collective.

26 20. “FLSA Settlement Amount” means the total amount of Five Thousand Dollars
 27 (\$5,000) that the Parties have allocated from the Gross Settlement Amount for the settlement of
 28 Plaintiff’s claim for violation of the Fair Labor Standards Act (“FLSA”).

21. “Gross Settlement Amount” means the maximum amount which Defendant is obligated to pay under this Settlement Agreement, which is Three Hundred Thousand Dollars (\$300,000.00). This is a non-reversionary Settlement in which Defendant is required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant under any circumstances. Payments of any appropriate and lawfully-required employer share of the payroll taxes on the taxable portion of the settlement payments shall be paid separately from the Gross Settlement Amount by Defendant at the time the Gross Settlement Amount is funded.

22. “Individual California Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member, after reduction for the employee’s share of taxes and withholdings with respect to the portion allocated as wages, as provided in Paragraph 70 of this Agreement.

23. “Individual FLSA Settlement Payment” means the amount payable from the FLSA Settlement Amount to each FLSA Settlement Class Member who opts-in, after reduction for the employee’s share of taxes and withholdings with respect to the portion allocated as wages, as provided in Paragraph 70 of this Agreement.

24. “Individual PAGA Payment” means the amount payable to the PAGA Aggrieved Employees from the \$5,000 allocated to them (i.e., 25% of \$20,000 allocated to penalties under the PAGA included in this settlement in Paragraph 70 of this Agreement).

25. “LWDA” means the California Labor and Workforce Development Agency.

26. “Net Settlement Amount” means the Gross Settlement Amount, less the Class Counsel Award, Class Representative Service Award, the FLSA Settlement Amount, the entire Payment to the LWDA and PAGA Aggrieved Employees, and Settlement Administration Costs. If the Court approves less than the amounts requested for the Class Counsel Award, Class Representative Service Awards, payment to the LWDA and PAGA Aggrieved Employees for PAGA penalties, or Settlement Administration Costs, such amounts will return to the Net Settlement Amount.

27. “Objection” means a written communication submitted by a Class Member to the Settlement Administrator that contains a clear statement by the Class Member that he or she is

1 objecting to any of the terms of the Settlement. A Class Member may also object to the Settlement
2 orally at the Final Approval Hearing without the need to submit a written Objection.

3 28. “Opt-in Form” means the form that FLSA Collective Members use to consent to join
4 (“opt in”) to the Settlement. FLSA Collective Members who timely sign and return Opt-in Forms
5 will become Opt-in Plaintiffs, will receive a Settlement Award in accordance with this Agreement,
6 and will be bound by the Settlement’s release of the Fair Labor Standards Act (“FLSA”) liability.
7 The Opt-in Form must be signed and returned to the Settlement Administrator within the Notice
8 Period. The proposed Opt-in Form is attached hereto as Exhibit 2.

9 29. “Opt-in Plaintiffs” means those FLSA Collective Members who timely sign and
10 return Opt-in Forms

11 30. “PAGA Aggrieved Employee” or “PAGA Aggrieved Employees” means all hourly,
12 non-exempt employees employed by Defendant in California at any time during the PAGA Period.

13 31. “PAGA Period” means any time between August 26, 2021 through November 19,
14 2023.

15 32. “PAGA Pay Period” or “PAGA Pay Periods” means the number of pay periods
16 worked by each PAGA Aggrieved Employee individually during the PAGA Period and used as a
17 value to calculate Individual PAGA Payments. The number of PAGA Pay Periods for each PAGA
18 Aggrieved Employee will be calculated by the Settlement Administrator, based on the Class
19 Information provided by Defendant. The number of PAGA Pay Periods for each PAGA Aggrieved
20 Employee will be determined by counting any 14-day pay period within the PAGA Period during
21 which a PAGA Aggrieved Employee performed work. A PAGA Pay Period starts at 12:00 a.m. on
22 the first day of the PAGA Pay Period and 11:59 p.m. on the last date of the PAGA Pay Period. A
23 PAGA Aggrieved Employee who works at least one (1) day in a PAGA Pay Period will be credited
24 as having worked a full PAGA Pay Period.

25 33. “Parties” means Plaintiff and Defendant, collectively, and “Party” means either
26 Plaintiff or Defendant, individually.

27 34. “Payment Ratio” means the respective Compensable Pay Periods for each
28 Settlement Class Member divided by the total Compensable Pay Periods for all Settlement Class

1 Members.

2 35. "PAGA Payment Ratio" means the respective PAGA Workweeks for each PAGA
3 Aggrieved Employee divided by the total PAGA Workweeks for all PAGA Aggrieved Employees.

4 36. "Plaintiff" means Maura Munoz Nava.

5 37. "Preliminary Approval Date" means the date upon which the Court filed an order
6 substantially in the form attached hereto as **Exhibit 3**, and which grants preliminary approval of the
7 Settlement.

8 38. "Request for Exclusion" means a letter or other written communication submitted by
9 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
10 that he or she is electing to be excluded from the Settlement.

11 39. "Released Claims by Plaintiff" means: As of the Effective Date, Plaintiff, as a Class
12 Member, agrees to the Release of Claims by Settlement Class Members, which is set forth in
13 paragraphs 40-43 below. In addition to Release of Claims by Settlement Class Members, Plaintiff
14 agrees to a general release, which includes any unknown claims that she did not know or suspect to
15 exist in his favor at the time of the general release, which, if known, might have affected his
16 Settlement with, and release of, the Released Parties. With respect to the general release, Plaintiff
17 stipulates and agrees that, upon the Effective Date, she shall be deemed to have expressly waived
18 and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section
19 1542 of the California Civil Code, or any other similar provision under federal or state law as to the
20 generally released claims, which provides:

21 "A general release does not extend to claims which the creditor or releasing party
22 does not know or suspect to exist in his or her favor at the time of executing the
23 release, and that if known by him or her would have materially affected his or her
settlement with the debtor or released party."

24 Plaintiff may hereafter discover facts in addition to or different from those now known or
25 believed to be true with respect to the subject matter of the general release, but upon the Effective
26 Date, he shall be deemed to have fully, finally, and forever settled and released any and all of the
27 claims released pursuant to the general release, whether known or unknown, suspected or
28 unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any

theory of law or equity. In addition, the general release applies to Plaintiff only.

This general release applies to Plaintiff only. It does not apply to the Released Claims by Settlement Class Members or PAGA Aggrieved Employees, which is set forth in Paragraphs 40, 41, 42 and 43 below.

40. Released Claims by “FLSA Settlement Class Members” means any and all claims to be released by the FLSA Collective Members, consisting of all claims under the Fair Labor Standards Act that were or could have been alleged based on the facts alleged in the Operative Complaint, including all claims for failure to pay all wages and overtime. The FLSA Collective Released Claims shall include all Released Claims from November 14, 2019 through November 19, 2023.

41. “Released Claims by “California Settlement Class Members” means: As of the Effective Date, Settlement Class Members shall fully and finally release and discharge Released Parties, from November 14, 2018 through November 19, 2023, in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action, as alleged in the Operative Complaint for: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Order 5-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Order 5-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Order 5-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Order 5-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (9) failure to provide for supplemental COVID-19 sick leave pursuant to Labor Code Sections 246, 248.1 and 248.6; (10)

1 failure to provide suitable resting facilities pursuant to Industrial Welfare Order 5-2001, Section
2 13(B); (11) failure to reimburse employees for necessary work-related expenses in violation of
3 Labor Code section 2802; (12) violation of the California Unfair Competition Law in violation of
4 Business and Professions Code Section 17200; and (13) violation of the California Private
5 Attorneys' General Act ("PAGA"), Labor Code Sections 2698, 2699 and 2699.5, predicated on the
6 violations of the California Labor Code and IWC Wage Order 5-2001 as alleged or which could
7 have been alleged under the facts pleaded in the Operative Complaint and the LWDA Notice dated
8 August 26, 2022. This release shall apply to all claims arising at any point during the California
9 Class Period. This release also does not impact any claims which cannot be released such as
10 Worker's Compensation benefits and unemployment benefits.

11 42. "Released PAGA Claims" means as of the Effective Date, all claims for civil
12 penalties only under PAGA that Plaintiff, on behalf of herself, and the State of California, as set
13 forth in the Operative Complaint and set forth in Plaintiff's LWDA Notice, and that Plaintiff and
14 the State of California fully and irrevocably are releasing the Released Parties, from August 26,
15 2021 through November 19, 2023, in exchange for the consideration provided by this Settlement.
16 Plaintiff and the State of California will only release claims for penalties as alleged in and based on
17 the facts asserted in the August 26, 2022 PAGA Notice and alleged within the Operative
18 Complaint. In particular, the released PAGA claims include the underlying purported violations
19 for: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194,
20 1197 and Industrial Welfare Order 5-2001, Section 11; (2) failure to provide rest periods pursuant
21 to Labor Code Section 226.7, 512 and Industrial Welfare Order 5-2001, Section 12; (3) failure to
22 pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Order 5-
23 2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and
24 Industrial Welfare Order 5-2001, Section 4; (5) failure to pay timely wages in violation of Labor
25 Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of
26 employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required
27 records in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (8)
28 failure to provide accurate itemized wage statements in violation of Labor Code section 226 and

Industrial Welfare Order 5-2001, Section 7; (9) failure to provide for supplemental COVID-19 sick leave pursuant to Labor Code Sections 246, 248.1 and 248.6; (10) failure to provide suitable resting facilities pursuant to Industrial Welfare Order 5-2001, Section 13(B) and (11) failure to reimburse employees for necessary work-related expenses in violation of Labor Code section 2802; as alleged or which could have been alleged under the facts pleaded in the Operative Complaint and the LWDA Notice dated August 26, 2022.

43. Released Claims by California and FLSA Settlement Class Members and Released PAGA Claims include any claims for attorneys' fees, costs, or other damages that may be recoverable under California Labor Code, the Fair Labor Standards Act, the PAGA claims that are alleged in the Operative Complaint and LWDA Notice. This release shall apply to PAGA claims arising at any point during the PAGA Period.

44. "Released Parties" collectively mean: (i) Defendant; and (ii) Defendant's current and former officers, directors, employees and agents only.

45. "Response Deadline" means forty-five (45) days after the postmark date of the Notice of Class Settlement that the Settlement Administrator shall mail to Class Members, and the last date on which Class Members may: (a) submit a Request for Exclusion; or (b) submit an Objection to the Settlement; or (c) dispute workweeks attributable to them.

46. "Settlement" means the disposition of the Action pursuant to this Agreement.

47. "Settlement Administration Costs" means the amount to be paid to the Settlement Administrator from the Gross Settlement Amount for administration of this Settlement.

48. "Settlement Administrator" means Phoenix Settlement Administrators ("Phoenix"). The Settlement Administrator shall be responsible for, *inter alia*: (a) printing and mailing the Class Notice to the Class; (b) calculating the Individual Settlement Payments based on the Class Information; (c) to the extent applicable, calculating the Employer's Share of Payroll Taxes which Defendant shall pay in addition to the Gross Settlement Amount; (d) receiving and reporting the Requests for Exclusion and Objections submitted by California and FLSA Class Members to the Parties; (e) providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; (f) processing and mailing payments to Plaintiffs, Class Counsel, the LWDA, and

1 California and FLSA Settlement Class Members; (g) creating and maintaining a static settlement
2 website where relevant documents and information pertaining to the Settlement will be posted,
3 including *inter alia*, the judgment and amended judgment if applicable; and (h) any other tasks as the
4 Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement
5 Administrator shall keep the Parties timely apprised of the performance of all Settlement
6 Administrator responsibilities. The Parties agree that they have no financial interest or other
7 relationship with Phoenix. that could create a conflict of interest. Should a conflict of interest or other
8 issue lead to the disqualification of the selected Settlement Administrator, the Parties will meet and
9 confer on a suitable replacement.

10 49. “California Settlement Class” or “California Settlement Class Members” means all
11 California Class Members who have not opted out of the Class by submitting a valid and timely
12 Request for Exclusion.

13 50. “FLSA Settlement Class or FLSA Settlement Members” means all FLSA Members
14 who have opted in to the FLSA Collective by accepting the payment allocated to the FLSA
15 Settlement Amount.

16 RECITALS

17 51. Procedural History. On November 14, 2022, Plaintiff filed a complaint pursuant
18 PAGA against Defendant in Santa Clara Superior Court, Case No.: 22CV407445. On January 23,
19 2023, Defendant filed an answer to the complaint. In order to effectuate the terms of the Agreement,
20 and after meeting and conferring with Defendant regarding the allegations in the complaint, the
21 Parties stipulated to Plaintiff filing a First Amended Complaint (“FAC”) which encompasses all
22 claims alleged in the initial PAGA Complaint which are based upon her PAGA Notice as well as
23 Class allegations. The Court approved the Parties Stipulation and Plaintiff’s FAC was filed on
24 October 26, 2023

25 52. Investigation and Discovery. The Parties have conducted significant investigation of
26 the facts and law during the prosecution of this Action and before this Settlement was reached. Such
27 discovery and investigation includes, *inter alia*, the exchange of information and documents
28 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the

Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the law as applied to the facts of Plaintiff's claims and Defendant's potential defenses thereto.

53. Mediation. The Parties participated in a mediation session with Hon. Howard R. Broadman (Jud. Ret.), on September 19, 2023, and the Parties were able to resolve the matter at the mediation.

54. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's claims through trial and any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages for the Class. Plaintiff and Class Counsel have also taken into account Defendant's agreement to enter into a settlement that confers substantial relief upon the members of the Class. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Settlement Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Class.

55. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Even though Defendant continues to contend that it is not liable for any of the claims alleged by Plaintiff in this Action, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Settlement Agreement to put to rest the claims in this Action. As to the Released Claims, Defendant denies and continues to deny each of those claims.

STIPULATION AND AGREEMENT

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

1 57. It is agreed by and among Plaintiff and Defendant that this Settlement shall bind
2 Plaintiff, California and FLSA Settlement Class Members, PAGA Aggrieved Employees, and
3 Defendant, subject to the terms and conditions hereof.

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

20 59. Class Certification. The Parties stipulate to class certification of the California and
21 FLSA Classes for purposes of settlement only. If the Court does not grant either preliminary or final
22 approval of this Settlement, the Parties stipulate that this stipulation regarding class certification will
23 be revoked and the Parties will return to a point in litigation immediately prior to the execution of
24 this Settlement Agreement.

25 60. Approval of Settlement. Plaintiff will move the Court to grant preliminary and final
26 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
27 have this matter presented to the Court for preliminary and final approval.
28

61. LWDA Notice. Plaintiff acknowledges and agrees that she will provide notice to the LWDA of this Settlement in accordance with California Labor Code § 2699(1)(2).

62. Release of Claims by Plaintiff. Plaintiff releases the “Released Claims by Plaintiff” as of the date the Effective Date of the Settlement. The Settlement Administrator shall notify the Parties in writing upon receipt of the full Gross Settlement Amount.

63. Release of Class Claims by California Settlement Class Members. California Settlement Class Members release the “Released California Claims by California Settlement Class Members” as of the Effective Date of the Settlement. The Settlement Administrator shall notify the Parties in writing upon receipt of the full Gross Settlement Amount.

64. FLSA Opt-in Process. Any FLSA Collective Member who wants to obtain payment of his or her FLSA share under the Settlement, in exchange for releasing claims under the FLSA, must sign and return an Opt-in Form. Opt-in Forms may be submitted by FLSA Collective Members to the Settlement Administrator via U.S. Mail or email. The Parties may agree to other forms of electronic submission of Opt-in Forms to the Settlement Administrator. To become an Opt-In Plaintiff, FLSA Collective Members must timely submit the Opt-In Form, such that it is emailed, postmarked, or submitted via other agreed-upon means of electronic submission, by the Response Deadline. The Settlement Administrator will provide counsel for the Parties with the Opt-in Forms that are submitted. Class Counsel will promptly file Opt-in Forms with the Court on a rolling basis. California Class Members that worked as nonexempt hourly employees between November 14, 2019 through November 19, 2023 are required to submit an Opt-in Form in order to receive payment of their FLSA shares under the Settlement. Thus, California Class Members who worked as nonexempt hourly employees between November 14, 2019 through November 19, 2023, who submit timely and valid Opt-in Forms and do not opt out of the Settlement, will receive both a California share and an FLSA share under the Settlement.

a. Reallocation of Funds. Funds allocated to the FLSA Settlement for FLSA Collective Members who do not timely execute and return a FLSA Opt-In Form will be re-allocated on a pro-rata among the FLSA Opt-Ins and added to their share of the FLSA Collective Member Payments.

1 65. Release of PAGA Claims. Plaintiff and the State of California release the “Released
2 PAGA Claims” as of the Effective Date of the Settlement. The Settlement Administrator shall
3 notify the Parties in writing upon receipt of the full Gross Settlement Amount.

4 66. Settlement Administration. Within twenty (20) calendar days after the Preliminary
5 Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.

6 67. Notice to the Class. Upon receipt of the Class Information, the Settlement
7 Administrator will perform a search based on the National Change of Address Database to update
8 and correct any known or identifiable address changes. Within ten (10) calendar days after
9 receiving the Class Information, the Settlement Administrator shall mail copies of the Class Notice
10 to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise
11 its best judgment to determine the current mailing address for each Class Member. The address
12 identified by the Settlement Administrator as the current mailing address shall be presumed to be
13 the best mailing address for each Class Member.

14 a. The Class Notice and Procedure Comports with Due Process. The Parties
15 agree that the notice procedures outlined in this Agreement provide the best and most practical
16 method of giving notice to the Class and fully comply with due process and all applicable laws and
17 rules.

18 b. Undeliverable Notices. Any Class Notice returned to the Settlement
19 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
20 forwarding address affixed thereto within seven (7) calendar days. If no forwarding address is
21 provided, the Settlement Administrator shall promptly attempt to determine a correct address by use
22 of skip-tracing, or other search using the name, address and/or Social Security number of the Class
23 Member involved, and shall then perform a re-mailing, if another mailing address is identified by
24 the Settlement Administrator. If the undeliverable notice is for a currently employed Class Member,
25 the Settlement Administrator shall contact Defendant, which will then make all reasonable efforts to
26 obtain the Class Member’s current mailing address within seven (7) calendar days and provide it to
27 the Settlement Administrator. Class Members who receive a re-mailed Notice of Class Settlement
28 shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class Settlement

1 to: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; or (c) dispute the
2 number of Compensable Pay Periods attributed to them.

3 c. Disputes Regarding Individual Settlement Payments. California and FLSA
4 Class Members will have the opportunity, should they disagree with Defendant's records regarding
5 the dates of employment stated in the Class Notice and/or the number of Compensable Pay Periods
6 attributed to them, to provide documentation and/or an explanation to show contrary information
7 by the Response Deadline. The dispute information shall be sent to the Settlement Administrator
8 and must: (a) contain the full name, address, and telephone number of the Class Member, and the
9 last four digits of the California and FLSA Class Member's social security number or full
10 employee ID number; (b) contain the case name and case number; (c) a clear statement by the
11 Class Member that he or she is disputing the number of Compensable Pay Periods and the basis for
12 the dispute; (d) be signed by the California and FLSA Class Member; and (e) be postmarked by the
13 Response Deadline. The date of the postmark on the return mailing envelope on the dispute form
14 shall be the exclusive means used to determine whether it has been timely submitted. If there is a
15 dispute, the Settlement Administrator will consult with the Parties to determine whether an
16 adjustment is warranted subject to review by the Court for the final determination of any
17 unresolved dispute. The Settlement Administrator shall then determine the eligibility for, and the
18 amounts of, any Individual Settlement Payments under the terms of this Agreement.

19 d. Requests for Exclusion. California Class Members who wish to exclude
20 themselves from the Settlement must mail or e-mail to the Settlement Administrator a Request for
21 Exclusion by the Response Deadline. The Request for Exclusion must: (a) contain the full name,
22 address, and telephone number of the California Class Member, and the last four digits of the
23 California Class Member's social security number; (b) contain the case name and case number; (c)
24 a clear statement by the Class Member that he or she is electing to be excluded from the
25 Settlement; (d) be signed by the California Class Member; and (e) be postmarked or e-mailed by
26 the Response Deadline. The date of the postmark on the return mailing envelope on the Request
27 for Exclusion, or the date the e-mail is sent, shall be the exclusive means used to determine
28 whether it has been timely submitted. Any California Class Member who requests to be excluded

1 from the Settlement Class shall not be entitled to any Individual Settlement Payment, shall not
2 release any of the Released Claims by California Settlement Class Members, and shall not have
3 any right to object, appeal or comment thereon. California Class Members who fail to submit a
4 valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all
5 terms of the Settlement and any Final Approval Order and Judgment entered in this Action. Any
6 California Class Member who submits a valid and timely Request for Exclusion will still receive
7 their share of the PAGA portion of this settlement, if they are eligible as a PAGA Aggrieved
8 Employee, and will still be bound to the PAGA Settlement irrespective of whether he or she opts
9 out of the Class Settlement.

10 (1). If seven percent (7%) or more of the California Class Members opt
11 out of the Class Settlement by submitting valid and timely Requests for Exclusion, Defendant
12 shall have the sole and absolute discretion to rescind/void the Settlement Agreement within fifteen
13 (15) calendar days after receiving from the Settlement Administrator the final list of Requests for
14 Exclusion. Defendant agrees to meet and confer in good faith with Class Counsel before
15 rescinding or voiding the Settlement Agreement. In the event that Defendant elects to rescind/void
16 the Settlement Agreement, Defendant shall provide written notice of such rescission to Class
17 Counsel and shall be responsible for all costs associated with the administration of the Settlement
18 up to the date of rescission. Such rescission shall have the same effect as a termination of the
19 Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement
20 Agreement shall become null and void and have no further force or effect. The Parties specifically
21 agree not to solicit opt-outs, directly or indirectly, through any means.

22 e. Objections. California Class and FLSA Collective Members may appear at
23 the Final Approval Hearing at his, her or their expense, either in person, telephonically, or by using
24 Microsoft Teams through the Court's website or through an attorney. California Class and FLSA
25 Collective Members who wish to object to the Settlement may do so orally at the Final Approval
26 Hearing without the need to submit a written Objection, or by emailing or mailing by U.S. Mail to
27 the Settlement Administrator a written Objection by the Response Deadline. The written Objection
28 should contain the following: (a) contain the full name, address, and telephone number of the

1 California Class and FLSA Collective Member, and the last four digits of the California Class and
2 FLSA Collective Member's social security number; (b) clearly identify the case name and number
3 (*Maura Munoz Nava v. Performance First Building Services, Inc.*, Superior Court of the State of
4 California for the County of Santa Clara, Case No.: 22CV407445), (c) the dates of employment of
5 the Class Member; (d) be signed by the Class Member; (e) provide a concise statement of the
6 reasons for objecting; and (f) be postmarked or e-mailed by the Response Deadline. The date of the
7 postmark on the return mailing envelope on the written Objection, or the date the e-mail is sent,
8 shall be the exclusive means used to determine whether the written Objection has been timely
9 submitted. California Class Members may withdraw their Objection at any time. California Class
10 and FLSA Collective Members who submit a Request for Exclusion Form may not submit
11 objections to the Settlement. California Class and FLSA Collective Class Members who fail to
12 make an Objection in the manner specified above may be deemed to have waived any objection
13 and may be foreclosed from making any objections (whether by appeal or otherwise) to the
14 Settlement as determined by the Court within its discretion. The Settlement Administrator will
15 provide the Parties with any written Objection within seven (7) calendar days of its receipt of any
16 Objection. Plaintiff will file any and all written Objections with the Court in advance of the Final
17 Approval Hearing.

18 68. Funding Gross Settlement Amount. Defendant will fund one-half (1/2) of the Gross
19 Settlement Amount, or One Hundred and Fifty Thousand Dollars and Zero Cents by September 19,
20 2024, and the remaining one-half (1/2) of the Gross Settlement Amount, or One Hundred and Fifty
21 Thousand Dollars and Zero Cents, by March 19, 2025. Defendant shall wire transfer both
22 payments to the Settlement Administrator by the funding dates. Defendant shall also separately
23 pay Employer's Share of Payroll Taxes, to the Settlement Administrator as calculated and directed
24 by the Settlement Administrator at the time the Gross Settlement Amount is fully funded. In the
25 event that the Settlement does not become effective as required under Paragraph 13 of this
26 Agreement, the Settlement Administrator shall return all Settlement Funds deposited to Defendant.
27 Any service fees owed to the Settlement Administrator shall be equally split and paid the parties.

28 69. Allocation of Settlement. Solely for purposes of effectuating this Settlement

Agreement and in exchange for the release of the Class Released Claims by the California Class Members and the FLSA Release Claims by the FLSA Collective, the Settlement Awards shall be calculated and paid as follows:

- a. Individual Settlement Payments will be paid from the Net Settlement Amount and the FLSA Settlement Amounts shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Payments shall be mailed by regular First Class U.S. Mail to California and FLSA Settlement Class Members' last known mailing address.
- b. *California Settlement Class Members.* The Settlement Administrator shall calculate the total Compensable Pay Periods for all California Settlement Class Members based on the Class Information provided by Defendant. The respective Compensable Pay Periods for each California Settlement Class Member will be divided by the total Compensable Pay Periods for all California Settlement Class Members, resulting in the California Payment Ratio for each California Settlement Class Member. Each California Settlement Class Member's Payment Ratio will then multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment. Individual California Settlement Payments due to each California Settlement Class Member shall be designated as follows:
 - 1) Twenty (20) percent of the Individual Settlement Payment shall represent payment for alleged unpaid wages. This payment shall be subject to the withholding of all applicable local, state, and federal taxes. Applicable payroll taxes and/or contributions will be deducted from the amount paid to California Settlement Class Members. The Settlement Administrator will issue a W-2 Form to each Settlement Class Member in relation to this payment.
 - 2) Eighty (80) percent of the Individual Settlement Payment shall represent payment of interest and penalties. These payments will not

1 be subject to withholding of local, state, and federal taxes. The
2 Settlement Administrator will issue an IRS Form 1099 to each
3 Settlement Class Member in relation to these payments.

4 c. *FLSA Settlement Class Members.* The Settlement Administrator shall
5 calculate the total Compensable Pay Periods for all FLSA Settlement Class
6 Members based on the Class Information provided by Defendant. The
7 respective Compensable Pay Periods for each FLSA Settlement Class
8 Member will be divided by the total Compensable Pay Periods for all FLSA
9 Settlement Class Members, resulting in the FLSA Payment Ratio for each
10 FLSA Settlement Class Member. Each FLSA Settlement Class Member's
11 Payment Ratio will then multiplied by the FLSA Settlement Amount to
12 determine his or her Individual Settlement Payment. Individual FLSA
13 Settlement Payments due to each FLSA Settlement Class Member shall be
14 designated as follows:

- 15 1) Twenty (20) percent of the Individual FLSA Settlement Payment
16 shall represent payment for alleged unpaid wages. This payment
17 shall be subject to the withholding of all applicable local, state, and
18 federal taxes. Defendant shall pay all applicable payroll taxes and/or
19 contributions separately from the amount paid to FLSA Settlement
20 Class Members at the time the Gross Settlement Amount is funded.
- 21 2) The Settlement Administrator will issue a W-2 Form to each FLSA
22 Settlement Class Member in relation to this payment.
- 23 3) Eighty (80) percent of the Individual FLSA Settlement Payment shall
24 represent payment of interest and liquidated damages. These
25 payments will not be subject to withholding of local, state, and
26 federal taxes. The Settlement Administrator will issue an IRS Form
27 1099 to each FLSA Settlement Class Member in relation to these
28 payments.

1 d. *PAGA Payment to Aggrieved Employees.* The Settlement Administrator shall
2 calculate the total PAGA Workweeks for all PAGA Aggrieved Employees
3 based on the Class Information. The respective PAGA Workweeks for each
4 PAGA Aggrieved Employee will be divided by the total PAGA Workweeks
5 for all PAGA Aggrieved Employees, resulting in the PAGA Payment Ratio
6 for each PAGA Aggrieved Employee. Each PAGA Aggrieved Employee's
7 PAGA Payment Ratio will then be multiplied by \$5,000 to determine his or
8 her Individual PAGA Payment. The Settlement Administrator will issue an
9 IRS Form 1099 to each PAGA Aggrieved Employee in relation to these
10 payments.

11 e. Un-Negotiated Individual Payment Checks by California and FLSA
12 Settlement Class Members. Individual Settlement Payment checks shall remain negotiable for one
13 hundred and eighty (180) calendar days from the postmark date of issuance. If the Individual
14 Settlement Payment check is not cashed, deposited, or otherwise negotiated by the Settlement Class
15 Member within the 180-day deadline, the check will be voided, and the funds associated with any
16 such voided checks shall be paid to Legal Aid at Work's Wage Protection Clinic pursuant to
17 California Code of Civil Procedure section 384. Neither Defendant, Defendant's counsel, Plaintiff's
18 counsel nor Plaintiff will have any liability for lost or stolen settlement checks, forged signatures on
19 settlement checks, unauthorized negotiation of settlement checks or failure to timely cash a
20 settlement check within the 180-day period. The Settlement Administrator shall send a reminder
21 postcard to any Class Member whose settlement distribution check has not been negotiated within
22 sixty (60) days after the date of mailing.

23 f. Un-Negotiated Individual Checks by PAGA Aggrieved Employees. If
24 individual PAGA Aggrieved Employees payment checks are not cashed, deposited, or otherwise
25 negotiated by the PAGA Aggrieved Employees within the 180-day deadline, the check will be
26 voided, and the funds associated with any such voided checks shall be paid to Legal Aid at Work's
27 Wage Protection Clinic pursuant to California Code of Civil Procedure section 384.

1 g. Certification By Settlement Administrator. The Parties have the right to
2 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
3 Administrator concerning the administration of the Settlement will be resolved by the Court, under
4 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
5 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
6 completion of administration of the Settlement, the Settlement Administrator shall provide written
7 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
8 necessary.

9 h. Settlement Awards Do Not Trigger Additional Benefits. All monies received
10 by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely
11 in the year in which such awards actually are received by the Settlement Class Members. It is
12 expressly understood and agreed that the receipt of such Individual Settlement Payments will not
13 entitle any Settlement Class Member to additional compensation or benefits under any company
14 compensation or benefit plan or agreement in place during the period covered by the Settlement, nor
15 will it entitle any Settlement Class Member to any increased pension and/or retirement, or other
16 deferred compensation benefits. It is the intent of this Settlement that any Individual Settlement
17 Payments provided for in this Agreement are the sole payments to be made by Defendant to the
18 Settlement Class Members in connection with this Settlement, and that the Settlement Class Members
19 are not entitled to any new or additional compensation or benefits as a result of having received the
20 Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit
21 or compensation plan document that might have been in effect during the period covered by this
22 Settlement).

23 i. Class Representative Service Award. Defendant agrees not to oppose or
24 object to a Class Representative Service Award to Plaintiff of up to Six Thousand Dollars
25 (\$6,000.00), subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099
26 – MISC to Plaintiff in connection with the Class Representative Service Award payment. Plaintiff
27 shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative
28 Service Award and shall hold harmless Defendant and Class Counsel from any claim or liability for

1 taxes, penalties, or interest arising as a result of the Class Representative Service Award payment.
2 The Class Representative Service Award shall be in addition to Plaintiff's Individual Settlement
3 Payment. This Settlement is not contingent upon the Court awarding Plaintiff a Class Representative
4 Service Award in any amount, and any amount requested by Plaintiff for the Class Representative
5 Service Award that is not granted by the Court shall return to the Net Settlement Amount and be
6 distributed to Settlement Class Members as provided in this Agreement.

7 j. Class Counsel Award. Defendant agrees not to oppose or object to any
8 application or motion by Class Counsel for attorneys' fees not to exceed one third of the Gross
9 Settlement Amount, or One Hundred Thousand Dollars and Zero Cents (\$100,000.00). Defendant
10 further agrees not to oppose any application or motion by Class Counsel for the reimbursement of
11 any costs or expenses associated with Class Counsel's prosecution of this matter from the Gross
12 Settlement Amount, up to, but not to exceed Fourteen Thousand and Five Hundred Dollars
13 (\$14,500.00). Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
14 payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form
15 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is
16 not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and
17 costs. Any amount requested by Class Counsel for the Class Counsel Award and costs that is not
18 granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class
19 Members as provided in this Agreement.

20 k. Settlement Administration Costs. The Settlement Administrator shall be paid
21 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
22 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
23 \$14,000. Prior to the filing of a motion for final approval of this Settlement, the Settlement
24 Administrator shall provide the Parties with a statement detailing the costs of administration.

25 l. Payment to the LWDA. Twenty thousand dollars (\$20,000) from the Gross
26 Settlement Amount will be allocated to penalties under the Private Attorneys General Act of 2004.
27 Seventy-five percent (75%) of that amount, or \$15,000, will be paid to the LWDA and twenty-five
28

(25%) of that amount, or \$5,000, will be paid to the Settlement Class. This PAGA Payment is made pursuant to California Labor Code § 2699(i).

70. Distribution of Settlement Payments. Individual Settlement Payments to California and FLSA Settlement Class Members, the Class Representative Service Award, the Class Counsel Award, Settlement Administration Costs, and payment to the LWDA, shall all be distributed by the Settlement Administrator within fourteen (14) calendar days of receipt of the Gross Settlement Amount from Defendant. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiff, California and FLSA Settlement Class Members, Class Counsel, or the Settlement Administrator based on distributions and payments made in accordance with this Agreement.

71. Pay Periods Differential. It is currently estimated that California Class Members have worked 15,000 Compensable Pay Periods. Defendant shall provide Plaintiff with the total number of California Class Members, and the total number of Compensable Pay Periods worked by them, ten (10) calendar days before the date that Plaintiff informs Defendant that Plaintiff will file a motion for preliminary approval. If five (5%) percent additional Compensable Pay Periods are identified at that time, the Gross Settlement Amount will be increased on a pro rata basis according to the number of additional Compensable Pay Periods identified (i.e., all Compensable Pay Periods beyond 15,750).

72. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of the Response Deadline, a final approval hearing shall be conducted to determine, *inter alia*, final approval of the Settlement and amounts properly payable for: (a) Individual Settlement Payments; (b) the Class Counsel Award; (c) the Class Representative Service Award; (d) payment to the LWDA; (e) payment to the Aggrieved Employees and (f) the Settlement Administration Costs.

73. Nullification of Settlement Agreement. In the event the Settlement does not become final for any reason, then this Agreement, and any documents generated to bring it into effect, shall be null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall likewise be treated as void from the beginning. In the event an appeal is filed from the Court's Final Approval Order and Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from

1 the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid to the
2 Settlement Administrator by the party or person that filed the appeal, within thirty (30) calendar days
3 of said notification. In the event the Settlement does not become final, the Settlement Administrator
4 shall return all settlement funds deposited by Defendant with the Settlement Administrator, with the
5 exception of the initial administrative costs, for which the Parties are equally responsible.

6 74. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class
7 Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not
8 have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations,
9 holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

10 75. No Admission by Defendant. Defendant denies any and all claims alleged in this
11 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or
12 admission, and shall not be used against Defendant by either Plaintiff or Settlement Class Members
13 as an admission or indication with respect to any claim of any fault, concession, or omission by any
14 Defendant.

15 76. Exhibits and Headings. The terms of this Settlement Agreement include the terms set
16 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
17 herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive
18 headings of any paragraphs or sections of this Agreement are inserted for convenience of reference
19 only and do not constitute a part of this Agreement.

20 77. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
21 except such proceedings necessary to implement and complete the Settlement, holding the Action in
22 abeyance pending the final approval hearing to be conducted by the Court.

23 78. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning the
24 interpretation, calculation or payment of Settlement claims, or other disputes regarding compliance
25 with this Agreement shall be resolved as follows:

26 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
27 Member, or Defendant's Counsel, on behalf of Defendant, at any time believe that the other Party
28

has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing of the alleged violation.

b. Upon receiving notice of the alleged violation or dispute, the responding Party shall have ten (10) calendar days to correct the alleged violation and/or respond to the initiating Party with the reasons why the Party disputes all or part of the allegation.

c. If the response does not address the alleged violation to the initiating Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to resolve their differences.

d. If Class Counsel and Defendant's Counsel are unable to resolve their differences after twenty (20) calendar days, either Party shall first contact the mediator (Hon. Howard Broadman, Jud. Ret.) to try to resolve the dispute. If that proves unsuccessful, the party may file an appropriate motion for enforcement with the Court. The briefing of such motion should be in letter brief form and shall not exceed five (5) single-spaced pages (excluding exhibits).

e. Reasonable attorneys' fees and costs for work done in resolving a dispute under this Section may be recovered by any Party that prevails under the standards set forth within the meaning of applicable law.

79. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties.

80. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits.

81. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other

1 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
2 unable to reach agreement on the form or content of any document needed to implement the
3 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
4 this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
5 disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that
6 they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants
7 that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim,
8 covered by this Settlement to a third-party.

9 82. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
10 to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

11 83. California Law Governs. All terms of this Settlement Agreement and the Exhibits
12 hereto shall be governed by and interpreted according to the laws of the State of California.

13 84. Counterparts. This Settlement Agreement may be executed in one or more
14 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
15 instrument.

16 85. This Settlement is Fair, Adequate and Reasonable. The Parties believe this Settlement
17 is a fair, adequate, and reasonable settlement of this Action and have arrived at this Settlement after
18 extensive arms-length negotiations, taking into account all relevant factors, present and potential.

19 86. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section
20 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and
21 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
22 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court
23 for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement
24 and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement
25 are subject to approval by the Court.

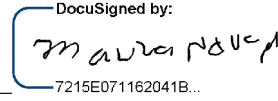
26 87. Invalidity of Any Provision. Before declaring any provision of this Settlement
27 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
28

possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

88. Liens: Plaintiffs and Class Counsel warrant and represent that there are no liens on the Agreement. Defendant will not have any obligation to pay any amounts additional to those which Defendant is obligated to pay under the Settlement. The obligation of Defendant to satisfy all amounts the Court directs to be paid under the Settlement is complete when the amount due is deposited into the settlement account established by the Settlement Administrator to fund the settlement.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement of Class Action and PAGA Claims between Plaintiff and Defendant as of the date(s) set forth below:

Dated: 8/21/2024

By: 
Maura Munoz Nava

Dated: 08/22/2024

By: Al Cuevas
Alvaro Cuevas, on behalf of Performance First Building Services, Inc.

Title: CEO

APPROVED AS TO FORM:

Dated: August 21, 2024

By: 
Scott Ernest Wheeler
Justin A. Wheeler
Law Office of Scott E. Wheeler
Attorney for Plaintiff and the Putative Class

Dated: August 22, 2024

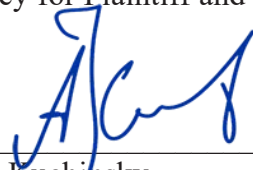
By: 
Alexei Kuchinsky
Kuchinsky Law Office, P.C.
Attorney for Defendant

EXHIBIT 1

NOTICE OF CLASS AND COLLECTIVE ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

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

1. WHY SHOULD YOU READ THIS NOTICE?

A proposed settlement (the “Settlement”) has been reached in the class and collective action lawsuit entitled *Maura Munoz Nava v. Performance First Building Services, Inc.*, Superior Court of the State of California for the County of Santa Clara, Case No.: 22CV407445 (the “Action”). The Court only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing.

You may be entitled to money from this Settlement. Performance First Building Services, Inc. (“Defendant”) records show that you belong to the following “Class” of all current and former employees nonexempt, hourly employees who worked at Defendant at any time during the Class Period and therefore are a “Class Member” and therefore, you are also part of the proposed FLSA Collective.”. You may also qualify for a penalties payment pursuant to the Private Attorneys General Act of 2004 (“PAGA”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

Your options are further explained in this Notice. You may participate in the California Settlement Class, the FLSA Collective, neither group, or both groups. To receive all payments under the Settlement, to exclude yourself from, or object to the Settlement, you must take action by certain deadlines.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS AS A MEMBER OF CALIFORNIA CLASS	
DO NOTHING AND RECEIVE PAYMENT AS A CALIFORNIA SETTLEMENT CLASS MEMBER; YOU MUST OPT-IN TO RECEIVE THE FLSA SETTLEMENT PAYMENT	If you do nothing, you will be considered part of the California Settlement Class and will receive the California settlement payment. You will also give up your rights to pursue a separate legal action against Defendant for the claims released under the Settlement. If you also wish to receive the FLSA settlement payment, you must submit the enclosed Opt-in form, as explained below.
EXCLUDE YOURSELF FROM THE CALIFORNIA SETTLEMENT CLASS	If you do not wish to participate in the California Class Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Settlement and will not give the right to sue Defendant, with the exception of the PAGA Released Claims. If you exclude yourself from the Settlement, you will still receive your payment for penalties under the PAGA if you are eligible.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

With respect to the wage claims brought under the Fair Labor Standards Act, 29 U.S.C. § 216(b) (“FLSA”) as part of the FLSA Collective, you may choose to (1) “Opt-in” to the FLSA Collective and receive the payment as a FLSA Collective Member, or (2) Object to the Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS AS A MEMBER OF THE FLSA COLLECTIVE	
“OPT IN” TO THE FLSA COLLECTIVE SETTLEMENT TO RECEIVE PAYMENT AS FLSA COLLECTIVE MEMBER	If the Court grants final approval of the Settlement and you would like to receive FLSA settlement payment, you MUST complete and submit the enclosed Opt-in Form. You will release all of the FLSA

	Released Claims, as defined below, and you will give up your right to pursue the FLSA Released Claims as defined below.
EXCLUDE YOURSELF FROM THE FLSA SETTLEMENT	If you do not want to participate as a FLSA Collective Member, please do not submit the enclosed Opt-in Form This means that you will not receive payment from the FLSA Collective Settlement, and you will not give up the right to sue Defendant for any of the FLSA Released Claims as defined below.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don't like the Settlement. This option is available only if you do not exclude yourself from the Settlement

2. WHO IS AFFECTED BY THIS PROPOSED SETTLEMENT?

The Court has certified, for settlement purposes only, the following California Class and FLSA Collective:

California Class includes all nonexempt hourly employees who worked at any time for Defendant in the state of California from November 14, 2018 through November 19, 2023 ("California Class Period").

FLSA Collective includes all nonexempt hourly employees who worked at any time for Defendant from November 14, 2019 through November 19, 2023 ("FLSA Collective Period").

According to Defendant's records, you are a member of the California Class ("California Class Member") or FLSA Collective ("FLSA Collective Member") or both.

Also, according to Defendant's records, you were employed from August 24, 2021 to November 19, 2023, and are therefore a PAGA Aggrieved Employee.

3. WHAT IS THIS CASE ABOUT?

In the Action, Maura Munoz Nava, ("Plaintiff") alleges on behalf of herself and the Class the following claims against Defendant: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Order 5-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Order 5-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Order 5-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Order 5-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (9) failure to provide for supplemental COVID-19 sick leave pursuant to Labor Code Sections 246, 248.1 and 248.6; (10) failure to provide suitable resting facilities pursuant to Industrial Welfare Order 5-2001, Section 13(B); (11) failure to reimburse for required work-related expenses under Labor Code Section 2802; (12) failure to pay wages under the Federal Labor Standards Act; (13) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (14) and violation of the California Private Attorneys' General Act ("PAGA"), Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code and IWC Wage Order 5-2001.

Defendant denies any and all wrongdoing and maintains that it has complied with all laws alleged to have been violated in the First Amended Class Action Complaint ("Operative Complaint") filed by Plaintiff as part of this Settlement. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses, however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

4. **WHO ARE THE ATTORNEYS IN THIS LAWSUIT?**

Class Counsel

THE LAW OFFICE OF SCOTT ERNEST WHEELER
 Scott Ernest Wheeler
 Jusitn A. Wheeler
 250 West First Street, Ste. 216
 Claremont, CA 91711
 Telephone: (909) 621-4988

Defendant's Counsel

Alexei Kuchinsky
KUCHINSKY LAW OFFICE, P.C.
 220 Montgomery, Suite 2100
 San Francisco, CA 94104
 Tel: (628) 200-0902

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay the total sum of \$300,000 (the "Gross Settlement Amount"). \$5,000 of the Gross Settlement Amount is allocated to resolve the FLSA Released Claims as defined below ("FLSA Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees and costs, service awards to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees for PAGA penalties, the FLSA Settlement Amount and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$ [REDACTED].

From this Net Settlement Amount, Individual Settlement Payments will be paid to each California Class Member who does not opt out of the Settlement Class ("Settlement California Class Member"). The Net Settlement Amount shall be divided among all Settlement California Class Members based on the ratio of the number of Compensable Pay Periods worked by each Settlement California Class Member to the total number of Pay Periods worked by all Settlement California Class Members, calculated based on Defendant's records.

According to Defendant's records, during the California Class Period of November 14, 2018 through November 19, 2023, you worked [REDACTED] Compensable Pay Periods in California, and therefore, your settlement payment as a California Class Member is estimated to be \$ [REDACTED].

According to Defendant's records, during the FLSA Collective Period of November 14, 2019 through November 19, 2023, you worked [REDACTED] Compensable Pay Periods, and therefore, your settlement payment as a FLSA Collective Member is estimated to be \$ [REDACTED].

According to Defendant's records, during the period of August 24, 2021 to November 19, 2023, you worked [REDACTED] PAGA Pay Periods in California, and therefore, your PAGA payment is estimated to be \$ [REDACTED].

Your settlement payments are only estimates, and the recovery will vary. Your actual settlement payments may be higher or lower than estimated. The estimated range of possible recoveries for California Class Members varies from [REDACTED] to [REDACTED]. Your estimated recovery is [REDACTED]. PAGA Payments for penalties to PAGA Aggrieved Employees will range from [REDACTED] to [REDACTED]. Your estimated PAGA Payment is [REDACTED].

If you wish to dispute the number of Compensable Pay Periods credited to you, you must submit a written dispute to the Settlement Administrator at [REDACTED] by mail, postmarked no later than [Response Deadline], or by e-mail by [REDACTED]. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number ("*Maura Munoz Nava v. Performance First Building Services, Inc.*", Superior Court of the State of California for the County of Santa Clara, Case

No.: 22CV407445”); (3) contain a clear statement explaining that you wish to dispute the number of Compensable Pay Periods and the basis for your dispute; and (4) and be signed by you. You may also dispute your PAGA Pay Periods by following the same process you can dispute your Compensable Pay Periods set forth above. You should attach all documentation in support of your dispute.

5. WHEN AND HOW WILL I RECEIVE PAYMENT?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

FLSA Collective Members, California Class Members, and PAGA Aggrieved Employees, including Plaintiff, will be eligible to receive a monetary award from the Net Settlement Amount. Please note that the Settlement provides three separate types of payments, based on the definitions above: (1) FLSA payments for the federal law claims; (2) California payments for the California state law claims; and (3) PAGA payments for the California PAGA claims. You are eligible to receive one or more of these payments under the Settlement. Some employees will be eligible for one payment, while others may be eligible for two or three of these payments. Your eligibility for each payment depends on when you worked for Defendant.

FLSA Collective Members must submit timely and valid opt-in forms in order to become “Opt-in Plaintiffs” and receive an FLSA payment under the Settlement. Additionally, California Class Members will receive a California payment under the Settlement unless they opt out of the Settlement. FLSA Collective Members that submit timely and valid opt-in forms and California Class Members who do not opt out of the Settlement are together referred to as the “Settlement Class.”

IMPORTANT – If you are eligible to receive an FLSA payment, you MUST submit the enclosed Opt-in Form by [insert date] to receive your FLSA payment. If you do NOT submit the enclosed Opt-in Form by [insert date], you will not receive an FLSA payment. You do not have to submit an Opt-in Form to receive a California Class payment. Please see Section 8 of this Notice for further information regarding your options under the Settlement

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 180 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by a Settlement California Class Member will be paid to Legal Aid at Work’s Wage Protection Clinic. All funds attributable to PAGA penalties that are not timely negotiated by a PAGA Aggrieved Employee will also be paid to Legal Aid at Work’s Wage Protection Clinic.

The settlement payment issued to you will be allocated as follows: twenty percent (20%) as wages, eighty percent (80%) as penalties and interest. The wage portion of the Individual Settlement Payment shall be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payment. None of the Parties or attorneys make any representations concerning the tax implications of this payment. You may wish to consult with your own tax advisors concerning the tax consequences of the Settlement.

6. HOW WILL THE LAWYERS BE PAID AND HOW WILL OTHER FUNDS UNDER THE SETTLEMENT BE DISTRIBUTED?

Class Counsel will ask the Court to award attorneys’ fees up to Hundred Thousand Dollars and Zero Cents (\$100,000.00) or 1/3 of the Gross Settlement Amount, and reimbursement of reasonable litigation costs not to exceed \$14,500. In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payments of up to \$6,000 for her efforts in representing the Class. The cost of administering the Settlement will not exceed \$14,000. A payment in the amount of \$15,000 will also be made to the LWDA for its share of PAGA penalties, while \$5,000 will be paid to PAGA Aggrieved

Employees. Any of these amounts not awarded by the Court will be included in the estimated net settlement of \$ [REDACTED] and will be distributed to all participating California Class Members.

7. WHAT CLAIMS ARE BEING RELEASED BY THE PROPOSED SETTLEMENT?

As of the date that the Gross Settlement Amount is fully-funded by Defendant, and in exchange for the consideration provided under this Settlement, all participating California Class and FLSA Collective Members shall fully and finally release and discharge all Released Parties, from the California and FLSA Released claims defined as follows:

California Released Claims includes any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, alleged in the operative Complaint for: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Order 5-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Order 5-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Order 5-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Order 5-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (9) failure to provide for supplemental COVID-19 sick leave pursuant to Labor Code Sections 246, 248.1 and 248.6; (10) failure to provide suitable resting facilities pursuant to Industrial Welfare Order 5-2001, Section 13(B); (11) failure to reimburse for required work-related expenses under Labor Code Section 2802; (12) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (13) and violation of the California Private Attorneys' General Act ("PAGA"), Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code and IWC Wage Order 5-2001 as alleged in the Operative Complaint and the California Labor and Workforce Development Agency ("LWDA") Notice dated August 26, 2022. This release shall apply to all claims arising at any point during the Class Period. This release does impact any claims which cannot be released such as Worker's Compensation benefits and unemployment benefits.

FLSA Released Claims includes any and all claims under the Fair Labor Standards Act, 29 U.S.C. § 216(b) that were or could have been alleged based on the facts alleged in the First Amended Complaint, including all claims for failure to pay all wages and overtime from November 14, 2019 through November 19, 2023

PAGA Release Claims means that Plaintiff and the State of California will release all claims for civil penalties only under the PAGA") in the Operative Complaint and that Plaintiff and the State of California are fully and irrevocably releasing the Released Parties from, in exchange for the consideration provided by this Settlement. Plaintiff and the State of California will only release claims alleged in the LWDA Notice and within the Operative Complaint. In particular, the released claims include the underlying purported violations for: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Order 5-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Order 5-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Order 5-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Order 5-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (9) failure to provide for supplemental COVID-19 sick leave pursuant to Labor Code Sections 246, 248.1 and 248.6; (10) failure to provide suitable resting facilities pursuant to Industrial Welfare Order 5-2001, Section 13(B); and (11) failure to reimburse for

required work-related expenses under Labor Code Section 2802; as alleged in the Operative Complaint and the LWDA Notice dated August 26, 2022. Action.

Released Parties” collectively mean: (i) Defendant; and (ii) Defendant’s current officers, directors, employees and agents only.

“Effective Date” means the date on which the Superior Court’s Final Approval Order and Judgment becomes final and Defendant fully funds the Gross Settlement Amount to the Settlement Administrator. The Superior Court’s Final Approval Order and Judgment “becomes final” upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court; (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

8. **WHAT ARE MY OPTIONS?**

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Receive Payments

Remain in the California Class. If you remain in the California Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the California Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the California Released Claims as described above.

PAGA Payment to Aggrieved Employees. If you are a PAGA Aggrieved Employee, you will receive a PAGA payment and be subject to the PAGA release outlined above.

Claim your FLSA payment. If you are eligible for an FLSA payment, you MUST complete and submit the enclosed Opt-in Form by [insert date] to receive your FLSA payment. The Opt-in Form must be submitted to the Settlement Administrator by email at [INSERT EMAIL ADDRESS], or by mail at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. If you do not submit the enclosed Opt-in Form by [insert date], you will not receive an FLSA payment and will receive only California Class payment.

OPTION B. If You Do Not Want To Be Bound By The Settlement.

California Class. If you do not want to be part of the California Class Settlement, you must mail a Request for Exclusion to the Settlement Administrator by email at [INSERT EMAIL ADDRESS], or by mail at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS] by the [Response Deadline]. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before [Response Deadline]. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the California Settlement Class, and you will be bound by the release of California Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled

to any payment as a California Class Member from the Net Settlement Amount but you will preserve all of the legal claims asserted in this Action against Defendant.

If you are a PAGA Aggrieved Employee, you will still receive a PAGA payment and be subject to the PAGA release outlined above even if you submit a Request for Exclusion. The Request for Exclusion form is enclosed with this notice for your convenience.

FLSA Collective. If you are eligible for an FLSA payment and you do nothing (you do not submit the Opt-in Form), you will not receive an FLSA payment, and you will not release any claims under the FLSA. If you are a California Class Member and do not timely and validly opt-out, you will automatically receive your California payment and will be bound by the Settlement including its release provisions as to California law claims.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it orally or in writing. If you wish to object to the Settlement you may do so orally at the Final Approval Hearing without the need to submit a written objection. If you want to make a written objection, you can do so by submitting a written Objection by the Response Deadline to the Settlement Administrator by U.S. Mail at Post Office Box 7208, Orange, CA 92863, or e-mail the written Objection to Info@phoenixclassaction.com. The written Objection must contain the following: (a) your full name, address, telephone number, and the last four digits of your social security number; (b) the case name and case number; (c) the dates of employment with Defendant; (d) a concise statement of the reasons for objecting; and (e) be signed by you. In order to be timely, the written objection should be postmarked, or e-mailed, on or before [REDACTED]. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you regarding the objection. The Objection Form is enclosed with this notice for your convenience.

You cannot object to the Settlement if you request exclusion from the Settlement.

9. WHAT IS THE NEXT STEP IN THE APPROVAL OF THE SETTLEMENT?

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on [REDACTED] in Department 19 at Superior Court of California, County of Santa Clara, 191 N. 1st Street, Santa Clara, California 95113. The final approval hearing may be continued without further notice to California Class Members unless you filed an objection to the Settlement and the Settlement Administrator will notify you if the final approval hearing is continued. You may appear at the Final Approval Hearing at your expense, either in person, telephonically, by Microsoft Teams by using the Court's Remote Appearance Link (https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml), or through an attorney at your own expense. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

10. HOW CAN I GET ADDITIONAL INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, are accessible and may be examined: (a) online on the Superior Court of California, County of Santa Clara's Website at <https://www.scefilng> and https://www.scscourt.org/online_services/case_info.shtml or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures.

You can visit the Court's website at: https://www.scscourt.org/general_info/news_media/covid19.shtml for information regarding updated COVID-19 protocols.

The Settlement Administrator maintains a website at (INSERT WEBSITE ADDRESS) which provides links to important documents for your review regarding this matter.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT 2

Maura Munoz Nava v. Performance First Building Services, Inc.,
Superior Court of the State of California for the County of Santa Clara,
Case No.: 22CV407445

TO RECEIVE YOUR FAIR LABOR STANDARDS ACT (FLSA) SETTLEMENT PAYMENT
YOU MUST COMPLETE, SIGN, AND SUBMIT THIS OPT-IN CLAIM FORM
ELECTRONICALLY OR BY FIRST CLASS U.S. MAIL, ON OR BEFORE [REDACTED]
(POSTMARK DEADLINE), TO:

Phoenix Settlement Administrators Re: Nava v. Performance First Building Services, Inc.
P.O. Box 7208 Orange, CA 92863 Phone: (800) 523-5773 Email: Info@phoenixclassaction.com E-Mail (insert address)

CONSENT TO JOIN COLLECTIVE ACTION AND OPT-IN TO THE SETTLEMENT
Pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq.

1. I consent and agree to pursue my claims relating to and arising from the alleged violations of Defendant Performance First Building Services, Inc. (“Defendant”) of the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. in connection with the above-referenced litigation.
2. I have worked as a non-exempt hourly employee for Defendant in the United States at any time between November 14, 2019 and November 19, 2023.
3. I understand that this Action has been filed as a proposed collective action under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201, et seq. I hereby consent, agree, and opt-in to join this lawsuit and become an Opt-in Plaintiff herein and be bound by any judgment of the Court or any settlement of this Action.
4. I hereby consent and agree to be bound by the settlement of the Fair Labor Standards Act (FLSA) claims asserted in the above-entitled lawsuit, as set forth in the Notice of Settlement and the Second Amended Class Action Settlement Agreement (“Settlement”). I understand that to receive my settlement payment for the release of my FLSA claims, I must expressly agree to opt into this Settlement and expressly release my claims under the FLSA.
5. Upon Final Approval, my signature below constitutes a full and final release and discharge of claims against Defendants and the Releasees under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201 et seq. (“FLSA claims”), through November 19, 2023, as described more fully in the Settlement on file with the Court.
6. I agree that the information as shown in this FLSA Opt-In Claim Form is true and correct to the best of my knowledge, and I hereby expressly agree to opt-in to the Settlement.

DATED: _____

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Employee ID or Last Four Social Security
Numbers)

****IMPORTANT NOTICE****

**Statute of Limitations concerns mandate that you return this form as soon as possible to
preserve your rights.**

**YOU MUST SUBMIT THIS OPT-IN FORM BY [INSERT DATE] TO RECEIVE AN
FLSA PAYMENT UNDER THE SETTLEMENT.**

**This form may be submitted electronically via email to Info@phoenixclassaction.com or via
U.S. Mail.**

Please keep a copy of the completed Opt-in Form for your records.

EXHIBIT 3

LAW OFFICE OF SCOTT ERNEST WHEELER

Scott Ernest Wheeler (SBN 187998)

Justin A. Wheeler (SBN 342226)

250 West First Street, Suite 216

Claremont, California 91711

Telephone: (909) 621-4988

Facsimile: (909) 621-4622

Email: sew@scottwheelerlawoffice.com

Attorney for Plaintiff and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

MAURA MUNOZ NAVA, individually,
and on behalf of all other aggrieved
employees,

Plaintiff,

v.

PERFORMANCE FIRST BUILDING
SERVICES, INC, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2201946

[Assigned for all purposes to the Honorable
Theodore C. Zayner, Department 19]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S RENEWED MOTION FOR
PRELIMINARY APPROVAL**

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL

The Court now has before it Plaintiff's unopposed Renewed Motion for Preliminary Approval of Class Action Settlement ("Motion"). After reviewing the Motion, the Second Amended Class Action, Collective Action, and PAGA Settlement Agreement and Release ("Settlement Agreement"), attached to the Declaration Of Scott Ernest Wheeler In Support Of Plaintiff's Renewed Motion For Preliminary Approval Of Class Action Settlement Filed On Behalf Of Plaintiff, and all exhibits attached thereto, and good cause appearing therefore, the Court hereby finds and orders as follows:

1. The Court finds on a preliminary basis that the settlement memorialized in the Settlement Agreement appears to be fair and adequate, and falls within the range of reasonableness, and therefore meets the requirement for preliminary approval.

2. The Court conditionally certifies for settlement purposes the following California Class (the "California Class" or "California Settlement Class"):

All nonexempt hourly employees who worked at any time for Defendant in the state of California from November 14, 2018, through November 19, 2023.

The California Class Period is November 14, 2018, through November 19, 2023. (See, Second Amended Agreement, ¶8).

3. The Court conditionally certifies for settlement purposes the following FLSA Collective (the "FLSA Class" or "FLSA Settlement Class"):

All nonexempt hourly employees who worked at any time for Defendant in the state of California from November 14, 2019, through November 19, 2023.

The FLSA Collective Period is November 14, 2019, through November 19, 2023. (See, Second Amended Agreement, ¶18).

4. The court conditionally certifies for settlement purposes the portion of this Settlement regarding the Private Attorneys General Act ("PAGA Aggrieved Employees):

All hourly, non-exempt employees employed by Defendant in California at any time during the PAGA Period.

The PAGA Period means the time from August 26, 2021 through November 19, 2023. (See, Second Amended Agreement, ¶31).

5. The Court finds, for settlement purposes, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to the Class, which predominate over any individual issues; (3) Plaintiff's claims are typical of the claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the Class; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

6. The Court appoints, for settlement purposes, Plaintiff Maura Munoz Nava as Representative for the California and FLSA Collective Classes.

7. The Court appoints, for settlement purposes, Scott Ernest Wheeler and Justin A. Wheeler of the Law Office of Scott Ernest Wheeler as Class Counsel.

8. The Parties are ordered to carry out the Settlement according to the terms of the Second Amended Settlement Agreement.

9. The Court appoints Phoenix Class Action Administration Solutions as the Settlement Administrator and is ordered to carry out the administration of the settlement according to the terms of the Second Amended Settlement Agreement.

10. The Class and Collective Action Settlement Notice (Exh. A) shall be accompanied by the Exclusion Form (Exh. B) and shall instruct Class Members to submit Exh. B to the Settlement Administrator, Phoenix Class Action Administration Solutions, and not this Court. The Settlement Administrator shall direct copies of any Exclusion Forms to counsel for the Parties. If any Exclusion Forms are received from Class Members, the Settlement Administrator is ordered to file a declaration concurrently with the filing of Plaintiff's Renewed Motion for Final Approval, authenticating a copy of every exclusion form received.

11. The Class and Collective Action Settlement Notice (Exh. A) shall be accompanied by the Objection Form (Exh. C) and shall instruct Class Members to submit Exh. C to the Settlement Administrator, Phoenix Class Action Administration Solutions, and not this Court. The Settlement Administrator shall direct copies of any Objection Forms to counsel for the Parties. If any Objection Forms are received from Class Members, the Settlement Administrator is ordered to file a declaration concurrently with the filing of Plaintiff's Renewed Motion for Final Approval, authenticating a copy of every Objection Form received.

12. Phoenix Class Action Administration Solutions, the Settlement Administrator, shall provide notice to any objecting party of any continuance of the hearing of Plaintiff's Renewed Motion for Final Approval.

13. The Class and Collective Action Settlement Notice (Exh. A) shall be accompanied by the FLSA Opt-In Form (Exh. D) and shall instruct FLSA Collective Members to submit Exh. D to the Settlement Administrator, Phoenix Class Action Administration Solutions, and not this Court, if the FLSA Collective Member wants to opt-in and participate in the FLSA portion of the settlement.

14. The Parties are ordered to carry out the Settlement according to the following implementation schedule:

Event	Date
Last day for Defendant to provide the Settlement Administrator with the Class Information	
Last day for Settlement Administrator to mail Class Notice	
Last day for Class Members to submit a dispute regarding Workweeks, Request for Exclusion, written Objection or opt-in to FLSA Settlement.	
Last Day for Plaintiff to file Motion for Final Approval and for Attorney's Fees and Costs and Class Representative Service Award	

Final Approval Hearing	
------------------------	--

15. At the Final Approval Hearing, the Court will consider whether the Settlement should be finally approved as fair, reasonable and adequate, whether a final judgment should be entered, and whether the payments provided for under the Settlement, including attorneys’ fees and costs and class representative service awards, should be finally approved and granted.

16. Pending the Final Approval Hearing, all proceedings in this Action, other than proceedings necessary to implement the Settlement and this Order, are stayed.

IT IS SO ORDERED.

Dated: _____, 2024

HONORABLE THEODORE C. ZAYNER
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

NOTICE OF CLASS AND COLLECTIVE ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT

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

1. WHY SHOULD YOU READ THIS NOTICE?

A proposed settlement (the “Settlement”) has been reached in the class and collective action lawsuit entitled *Maura Munoz Nava v. Performance First Building Services, Inc.*, Superior Court of the State of California for the County of Santa Clara, Case No.: 22CV407445 (the “Action”). The Court only determined that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final approval hearing.

You may be entitled to money from this Settlement. Performance First Building Services, Inc. (“Defendant”) records show that you belong to the following “Class” of all current and former employees nonexempt, hourly employees who worked at Defendant at any time during the Class Period and therefore are a “Class Member” and therefore, you are also part of the proposed FLSA Collective.”. You may also qualify for a penalties payment pursuant to the Private Attorneys General Act of 2004 (“PAGA”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

Your options are further explained in this Notice. You may participate in the California Settlement Class, the FLSA Collective, neither group, or both groups. To receive all payments under the Settlement, to exclude yourself from, or object to the Settlement, you must take action by certain deadlines.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS AS A MEMBER OF CALIFORNIA CLASS	
DO NOTHING AND RECEIVE PAYMENT AS A CALIFORNIA SETTLEMENT CLASS MEMBER; YOU MUST OPT-IN TO RECEIVE THE FLSA SETTLEMENT PAYMENT	If you do nothing, you will be considered part of the California Settlement Class and will receive the California settlement payment. You will also give up your rights to pursue a separate legal action against Defendant for the claims released under the Settlement. If you also wish to receive the FLSA settlement payment, you must submit the enclosed Opt-in form, as explained below.
EXCLUDE YOURSELF FROM THE CALIFORNIA SETTLEMENT CLASS	If you do not wish to participate in the California Class Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Settlement and will not give the right to sue Defendant, with the exception of the PAGA Released Claims. If you exclude yourself from the Settlement, you will still receive your payment for penalties under the PAGA if you are eligible.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

With respect to the wage claims brought under the Fair Labor Standards Act, 29 U.S.C. § 216(b) (“FLSA”) as part of the FLSA Collective, you may choose to (1) “Opt-in” to the FLSA Collective and receive the payment as a FLSA Collective Member, or (2) Object to the Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS AS A MEMBER OF THE FLSA COLLECTIVE	
“OPT IN” TO THE FLSA COLLECTIVE SETTLEMENT TO RECEIVE PAYMENT AS FLSA COLLECTIVE MEMBER	If the Court grants final approval of the Settlement and you would like to receive FLSA settlement payment, you MUST complete and submit the enclosed Opt-in Form. You will release all of the FLSA

	Released Claims, as defined below, and you will give up your right to pursue the FLSA Released Claims as defined below.
EXCLUDE YOURSELF FROM THE FLSA SETTLEMENT	If you do not want to participate as a FLSA Collective Member, please do not submit the enclosed Opt-in Form This means that you will not receive payment from the FLSA Collective Settlement, and you will not give up the right to sue Defendant for any of the FLSA Released Claims as defined below.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don't like the Settlement. This option is available only if you do not exclude yourself from the Settlement

2. WHO IS AFFECTED BY THIS PROPOSED SETTLEMENT?

The Court has certified, for settlement purposes only, the following California Class and FLSA Collective:

California Class includes all nonexempt hourly employees who worked at any time for Defendant in the state of California from November 14, 2018 through November 19, 2023 ("California Class Period").

FLSA Collective includes all nonexempt hourly employees who worked at any time for Defendant from November 14, 2019 through November 19, 2023 ("FLSA Collective Period").

According to Defendant's records, you are a member of the California Class ("California Class Member") or FLSA Collective ("FLSA Collective Member") or both.

Also, according to Defendant's records, you were employed from August 24, 2021 to November 19, 2023, and are therefore a PAGA Aggrieved Employee.

3. WHAT IS THIS CASE ABOUT?

In the Action, Maura Munoz Nava, ("Plaintiff") alleges on behalf of herself and the Class the following claims against Defendant: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Order 5-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Order 5-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Order 5-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Order 5-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (9) failure to provide for supplemental COVID-19 sick leave pursuant to Labor Code Sections 246, 248.1 and 248.6; (10) failure to provide suitable resting facilities pursuant to Industrial Welfare Order 5-2001, Section 13(B); (11) failure to reimburse for required work-related expenses under Labor Code Section 2802; (12) failure to pay wages under the Federal Labor Standards Act; (13) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (14) and violation of the California Private Attorneys' General Act ("PAGA"), Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code and IWC Wage Order 5-2001.

Defendant denies any and all wrongdoing and maintains that it has complied with all laws alleged to have been violated in the First Amended Class Action Complaint ("Operative Complaint") filed by Plaintiff as part of this Settlement. The Court has not ruled on the merits of Plaintiff's claims or Defendant's defenses, however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiff and Defendant (the "Parties"), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiff and Class Counsel believe this Settlement is in the best interests of the Class.

4. **WHO ARE THE ATTORNEYS IN THIS LAWSUIT?**

Class Counsel

THE LAW OFFICE OF SCOTT ERNEST WHEELER
 Scott Ernest Wheeler
 Jusitn A. Wheeler
 250 West First Street, Ste. 216
 Claremont, CA 91711
 Telephone: (909) 621-4988

Defendant's Counsel

Alexei Kuchinsky
KUCHINSKY LAW OFFICE, P.C.
 220 Montgomery, Suite 2100
 San Francisco, CA 94104
 Tel: (628) 200-0902

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay the total sum of \$300,000 (the "Gross Settlement Amount"). \$5,000 of the Gross Settlement Amount is allocated to resolve the FLSA Released Claims as defined below ("FLSA Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees and costs, service awards to Plaintiff, payment to the California Labor and Workforce Development Agency ("LWDA") and Aggrieved Employees for PAGA penalties, the FLSA Settlement Amount and settlement administration costs from Gross Settlement Amount, there will be a Net Settlement Amount of at least \$ [REDACTED].

From this Net Settlement Amount, Individual Settlement Payments will be paid to each California Class Member who does not opt out of the Settlement Class ("Settlement California Class Member"). The Net Settlement Amount shall be divided among all Settlement California Class Members based on the ratio of the number of Compensable Pay Periods worked by each Settlement California Class Member to the total number of Pay Periods worked by all Settlement California Class Members, calculated based on Defendant's records.

According to Defendant's records, during the California Class Period of November 14, 2018 through November 19, 2023, you worked [REDACTED] Compensable Pay Periods in California, and therefore, your settlement payment as a California Class Member is estimated to be \$ [REDACTED].

According to Defendant's records, during the FLSA Collective Period of November 14, 2019 through November 19, 2023, you worked [REDACTED] Compensable Pay Periods, and therefore, your settlement payment as a FLSA Collective Member is estimated to be \$ [REDACTED].

According to Defendant's records, during the period of August 24, 2021 to November 19, 2023, you worked [REDACTED] PAGA Pay Periods in California, and therefore, your PAGA payment is estimated to be \$ [REDACTED].

Your settlement payments are only estimates, and the recovery will vary. Your actual settlement payments may be higher or lower than estimated. The estimated range of possible recoveries for California Class Members varies from [REDACTED] to [REDACTED]. Your estimated recovery is [REDACTED]. PAGA Payments for penalties to PAGA Aggrieved Employees will range from [REDACTED] to [REDACTED]. Your estimated PAGA Payment is [REDACTED].

If you wish to dispute the number of Compensable Pay Periods credited to you, you must submit a written dispute to the Settlement Administrator at [REDACTED] by mail, postmarked no later than [Response Deadline], or by e-mail by [REDACTED]. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number ("*Maura Munoz Nava v. Performance First Building Services, Inc.*", Superior Court of the State of California for the County of Santa Clara, Case

No.: 22CV407445”); (3) contain a clear statement explaining that you wish to dispute the number of Compensable Pay Periods and the basis for your dispute; and (4) and be signed by you. You may also dispute your PAGA Pay Periods by following the same process you can dispute your Compensable Pay Periods set forth above. You should attach all documentation in support of your dispute.

5. WHEN AND HOW WILL I RECEIVE PAYMENT?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

FLSA Collective Members, California Class Members, and PAGA Aggrieved Employees, including Plaintiff, will be eligible to receive a monetary award from the Net Settlement Amount. Please note that the Settlement provides three separate types of payments, based on the definitions above: (1) FLSA payments for the federal law claims; (2) California payments for the California state law claims; and (3) PAGA payments for the California PAGA claims. You are eligible to receive one or more of these payments under the Settlement. Some employees will be eligible for one payment, while others may be eligible for two or three of these payments. Your eligibility for each payment depends on when you worked for Defendant.

FLSA Collective Members must submit timely and valid opt-in forms in order to become “Opt-in Plaintiffs” and receive an FLSA payment under the Settlement. Additionally, California Class Members will receive a California payment under the Settlement unless they opt out of the Settlement. FLSA Collective Members that submit timely and valid opt-in forms and California Class Members who do not opt out of the Settlement are together referred to as the “Settlement Class.”

IMPORTANT – If you are eligible to receive an FLSA payment, you MUST submit the enclosed Opt-in Form by [insert date] to receive your FLSA payment. If you do NOT submit the enclosed Opt-in Form by [insert date], you will not receive an FLSA payment. You do not have to submit an Opt-in Form to receive a California Class payment. Please see Section 8 of this Notice for further information regarding your options under the Settlement

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 180 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by a Settlement California Class Member will be paid to Legal Aid at Work’s Wage Protection Clinic. All funds attributable to PAGA penalties that are not timely negotiated by a PAGA Aggrieved Employee will also be paid to Legal Aid at Work’s Wage Protection Clinic.

The settlement payment issued to you will be allocated as follows: twenty percent (20%) as wages, eighty percent (80%) as penalties and interest. The wage portion of the Individual Settlement Payment shall be subject to withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable payroll taxes from the wage portion of the Individual Settlement Payment. None of the Parties or attorneys make any representations concerning the tax implications of this payment. You may wish to consult with your own tax advisors concerning the tax consequences of the Settlement.

6. HOW WILL THE LAWYERS BE PAID AND HOW WILL OTHER FUNDS UNDER THE SETTLEMENT BE DISTRIBUTED?

Class Counsel will ask the Court to award attorneys’ fees up to Hundred Thousand Dollars and Zero Cents (\$100,000.00) or 1/3 of the Gross Settlement Amount, and reimbursement of reasonable litigation costs not to exceed \$14,500. In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payments of up to \$6,000 for her efforts in representing the Class. The cost of administering the Settlement will not exceed \$14,000. A payment in the amount of \$15,000 will also be made to the LWDA for its share of PAGA penalties, while \$5,000 will be paid to PAGA Aggrieved

Employees. Any of these amounts not awarded by the Court will be included in the estimated net settlement of \$ [REDACTED] and will be distributed to all participating California Class Members.

7. WHAT CLAIMS ARE BEING RELEASED BY THE PROPOSED SETTLEMENT?

As of the date that the Gross Settlement Amount is fully-funded by Defendant, and in exchange for the consideration provided under this Settlement, all participating California Class and FLSA Collective Members shall fully and finally release and discharge all Released Parties, from the California and FLSA Released claims defined as follows:

California Released Claims includes any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, alleged in the operative Complaint for: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Order 5-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Order 5-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Order 5-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Order 5-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (9) failure to provide for supplemental COVID-19 sick leave pursuant to Labor Code Sections 246, 248.1 and 248.6; (10) failure to provide suitable resting facilities pursuant to Industrial Welfare Order 5-2001, Section 13(B); (11) failure to reimburse for required work-related expenses under Labor Code Section 2802; (12) violation of the California Unfair Competition Law in violation of Business and Professions Code Section 17200; and (13) and violation of the California Private Attorneys' General Act ("PAGA"), Labor Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code and IWC Wage Order 5-2001 as alleged in the Operative Complaint and the California Labor and Workforce Development Agency ("LWDA") Notice dated August 26, 2022. This release shall apply to all claims arising at any point during the Class Period. This release does impact any claims which cannot be released such as Worker's Compensation benefits and unemployment benefits.

FLSA Released Claims includes any and all claims under the Fair Labor Standards Act, 29 U.S.C. § 216(b) that were or could have been alleged based on the facts alleged in the First Amended Complaint, including all claims for failure to pay all wages and overtime from November 14, 2019 through November 19, 2023

PAGA Release Claims means that Plaintiff and the State of California will release all claims for civil penalties only under the PAGA") in the Operative Complaint and that Plaintiff and the State of California are fully and irrevocably releasing the Released Parties from, in exchange for the consideration provided by this Settlement. Plaintiff and the State of California will only release claims alleged in the LWDA Notice and within the Operative Complaint. In particular, the released claims include the underlying purported violations for: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510, 512, 1194, 1197 and Industrial Welfare Order 5-2001, Section 11; (2) failure to provide rest periods pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Order 5-2001, Section 12; (3) failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare Order 5-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194, 1197 and Industrial Welfare Order 5-2001, Section 4; (5) failure to pay timely wages in violation of Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required records in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (8) failure to provide accurate itemized wage statements in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (9) failure to provide for supplemental COVID-19 sick leave pursuant to Labor Code Sections 246, 248.1 and 248.6; (10) failure to provide suitable resting facilities pursuant to Industrial Welfare Order 5-2001, Section 13(B); and (11) failure to reimburse for

required work-related expenses under Labor Code Section 2802; as alleged in the Operative Complaint and the LWDA Notice dated August 26, 2022. Action.

Released Parties” collectively mean: (i) Defendant; and (ii) Defendant’s current officers, directors, employees and agents only.

“Effective Date” means the date on which the Superior Court’s Final Approval Order and Judgment becomes final and Defendant fully funds the Gross Settlement Amount to the Settlement Administrator. The Superior Court’s Final Approval Order and Judgment “becomes final” upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is filed by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court; (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is filed by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

8. **WHAT ARE MY OPTIONS?**

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Receive Payments

Remain in the California Class. If you remain in the California Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the California Class and be eligible to receive a payment under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the California Released Claims as described above.

PAGA Payment to Aggrieved Employees. If you are a PAGA Aggrieved Employee, you will receive a PAGA payment and be subject to the PAGA release outlined above.

Claim your FLSA payment. If you are eligible for an FLSA payment, you MUST complete and submit the enclosed Opt-in Form by [insert date] to receive your FLSA payment. The Opt-in Form must be submitted to the Settlement Administrator by email at [INSERT EMAIL ADDRESS], or by mail at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. If you do not submit the enclosed Opt-in Form by [insert date], you will not receive an FLSA payment and will receive only California Class payment.

OPTION B. If You Do Not Want To Be Bound By The Settlement.

California Class. If you do not want to be part of the California Class Settlement, you must mail a Request for Exclusion to the Settlement Administrator by email at [INSERT EMAIL ADDRESS], or by mail at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS] by the [Response Deadline]. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before [Response Deadline]. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the California Settlement Class, and you will be bound by the release of California Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled

to any payment as a California Class Member from the Net Settlement Amount but you will preserve all of the legal claims asserted in this Action against Defendant.

If you are a PAGA Aggrieved Employee, you will still receive a PAGA payment and be subject to the PAGA release outlined above even if you submit a Request for Exclusion. The Request for Exclusion form is enclosed with this notice for your convenience.

FLSA Collective. If you are eligible for an FLSA payment and you do nothing (you do not submit the Opt-in Form), you will not receive an FLSA payment, and you will not release any claims under the FLSA. If you are a California Class Member and do not timely and validly opt-out, you will automatically receive your California payment and will be bound by the Settlement including its release provisions as to California law claims.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it orally or in writing. If you wish to object to the Settlement you may do so orally at the Final Approval Hearing without the need to submit a written objection. If you want to make a written objection, you can do so by submitting a written Objection by the Response Deadline to the Settlement Administrator by U.S. Mail at Post Office Box 7208, Orange, CA 92863, or e-mail the written Objection to Info@phoenixclassaction.com. The written Objection must contain the following: (a) your full name, address, telephone number, and the last four digits of your social security number; (b) the case name and case number; (c) the dates of employment with Defendant; (d) a concise statement of the reasons for objecting; and (e) be signed by you. In order to be timely, the written objection should be postmarked, or e-mailed, on or before [REDACTED]. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you regarding the objection. The Objection Form is enclosed with this notice for your convenience.

You cannot object to the Settlement if you request exclusion from the Settlement.

9. WHAT IS THE NEXT STEP IN THE APPROVAL OF THE SETTLEMENT?

The Court will hold a final approval hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on [REDACTED] in Department 19 at Superior Court of California, County of Santa Clara, 191 N. 1st Street, Santa Clara, California 95113. The final approval hearing may be continued without further notice to California Class Members unless you filed an objection to the Settlement and the Settlement Administrator will notify you if the final approval hearing is continued. You may appear at the Final Approval Hearing at your expense, either in person, telephonically, by Microsoft Teams by using the Court's Remote Appearance Link (https://www.scscourt.org/general_info/ra_teams/video_hearings_teams.shtml), or through an attorney at your own expense. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

10. HOW CAN I GET ADDITIONAL INFORMATION?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, are accessible and may be examined: (a) online on the Superior Court of California, County of Santa Clara's Website at <https://www.scefiling> and https://www.scscourt.org/online_services/case_info.shtml or (b) in person at Records, Superior Court of California, County of Santa Clara, 191 N. 1st Street, San Jose, California 95113, between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays and closures.

You can visit the Court's website at: https://www.scscourt.org/general_info/news_media/covid19.shtml for information regarding updated COVID-19 protocols.

The Settlement Administrator maintains a website at (INSERT WEBSITE ADDRESS) which provides links to important documents for your review regarding this matter.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT B

Maura Munoz Nava v. Performance First Building Services, Inc.,
Superior Court of the State of California for the County of Santa Clara,
Case No.: 22CV407445

EXCLUSION FORM

IF YOU DO NOT WANT TO PARTICIPATE IN THE SETTLEMENT, YOU MUST SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST EMAIL TO (INSERT EMAIL ADDRESS) OR MAIL THIS FORM BY FIRST CLASS U.S. MAIL TO THE SETTLEMENT ADMINISTRATOR, PHOENIX SETTLEMENT ADMINISTRATORS AT THE ADDRESS BELOW AND IT MUST BE POSTMARKED OR EMAILED ON OR BEFORE .

Phoenix Settlement Administrators Re: Nava v. Performance First Building Services, Inc.
P.O. Box 7208 Orange, CA 92863 Phone: (800) 523-5773 Email: Info@phoenixclassaction.com E-Mail (insert address)

PLEASE CHECK THE BOX THAT ACCURATELY REFLECTS YOUR CHOICE:

☐	IT IS MY DECISION TO BE <u>EXCLUDED</u> FROM BOTH CALIFORNIA CLASS AND FLSA COLLECTIVE AND <u>NOT</u> TO RECEIVE ANY MONEY UNDER THE SETTLEMENT.
☐	IT IS MY DECISION TO BE <u>EXCLUDED</u> FROM THE CALIFORNIA CLASS ONLY AND <u>NOT</u> TO RECEIVE ANY MONEY UNDER THE CALIFORNIA CLASS SETTLEMENT.
☐	IT IS MY DECISION TO BE <u>EXCLUDED</u> FROM THE FLSA COLLECTIVE ONLY AND <u>NOT</u> TO RECEIVE ANY MONEY UNDER THE FLSA COLLECTIVE SETTLEMENT.

I confirm that I was employed by and performed work for Performance First Building Services, Inc., between November 14, 2018 through November 19, 2023. I confirm that I have received notice of the proposed settlement in this action. I have decided to be excluded from either the California Class, FLSA Collective, or both, and I have decided not to participate in the proposed Settlement. I understand that by submitting this Exclusion Form, I will be forever barred from receiving any money under the Settlement and will not be bound by the Settlement. If you exclude yourself from the Settlement, you will still

receive your share of the penalties payment under the Private Attorneys General Act of 2004 (“PAGA”) if you are eligible.

DATED: _____	_____ (Signature)
_____ (Address)	_____ (Type or Print Name)
_____ (City, State, Zip)	_____ (Employee ID or Last Four Social Security Numbers)

EXHIBIT C

Maura Munoz Nava v. Performance First Building Services, Inc.,
Superior Court of the State of California for the County of Santa Clara,
Case No.: 22CV407445

OBJECTION FORM

THIS FORM MUST BE POSTMARKED OR EMAILED NO LATER THAN [redacted].

ONLY RETURN THIS FORM IF YOU WANT TO OBJECT TO THE SETTLEMENT.

Name (First, Middle, Last)

[preprinted by settlement administrator]

OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if you participate in the Settlement and receive a Settlement Share you do so in exchange for a release of the Released Claims as more fully discussed below.
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If you wish to Object to the Settlement you can do so orally at the Final Approval Hearing or you may object in writing. If you choose to object in writing, you must mail your written Objection to the Settlement Administrator at Post Office Box 7208, Orange, CA 92863, or e-mail the written objection to Info@phoenixclassaction.com. The written Objection should contain the following: (a) contain your full name, address, telephone number, and the last four digits of your social security number; (b) clearly identify the case name and number (*Maura Munoz Nava v. Performance First Building Services, Inc.*, Superior Court of the State of California for the County of Santa Clara, Case No.: 22CV407445); (c) the dates of employment with Defendant; (d) provide a concise statement of the reasons for objecting; and (e) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before [redacted], 2024. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can appear at the Final Approval Hearing either in person, telephonically, by using Microsoft Teams through the Court's Remote Hearing Links (https://www.scsccourt.org/general_info/ra_teams/video_hearings_teams.shtml) and make an oral objection, or you can make a written objection. You can hire an attorney to represent you to make an Objection at your own expense.

You can appear in person at the Final Approval Hearing set for [redacted], 2024 at [redacted] in Dept. 19, of the Superior Court of the State of California, County of Santa Clara and discuss your objections with the Court and the Parties. The Final Approval Hearing may be continued to another date. If you file a timely written Objection, the Settlement Administrator will notify you of any continuance of the Final Approval Hearing. You may withdraw your Objection at any time. If you have submitted a Request for Exclusion Form, you may not submit objections to the Settlement. You do not need to state an intent to appear at or appear at the Final Approval Hearing to have your Objection considered by the Court.

Please state all reasons for the objection below and sign, date and include your address and telephone number. The Settlement Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Counsel for Performance First Building Services, Inc., who will then file the objection with the Court.

Reason(s) for Objection: (you may include additional pages if necessary)

Dated: _____

(Signature)

(Typed or Print Name)

(Employee Id. or Last Four Social Security
Numbers)

(Address)

If you wish to object to the Settlement, you must mail or email your Objection by ,
2024:

Phoenix Settlement Administrators
Re: *Nava v. Performance First Building Services, Inc.*
P.O. Box 7208
Orange, CA 92863
Phone: (800) 523-5773
Email: Info@phoenixclassaction.com

EXHIBIT D

Maura Munoz Nava v. Performance First Building Services, Inc.,
Superior Court of the State of California for the County of Santa Clara,
Case No.: 22CV407445

TO RECEIVE YOUR FAIR LABOR STANDARDS ACT (FLSA) SETTLEMENT PAYMENT
YOU MUST COMPLETE, SIGN, AND SUBMIT THIS OPT-IN CLAIM FORM
ELECTRONICALLY OR BY FIRST CLASS U.S. MAIL, ON OR BEFORE [REDACTED]
(POSTMARK DEADLINE), TO:

Phoenix Settlement Administrators Re: Nava v. Performance First Building Services, Inc.
P.O. Box 7208 Orange, CA 92863 Phone: (800) 523-5773 Email: Info@phoenixclassaction.com E-Mail (insert address)

CONSENT TO JOIN COLLECTIVE ACTION AND OPT-IN TO THE SETTLEMENT
Pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq.

1. I consent and agree to pursue my claims relating to and arising from the alleged violations of Defendant Performance First Building Services, Inc. (“Defendant”) of the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. in connection with the above-referenced litigation.
2. I have worked as a non-exempt hourly employee for Defendant in the United States at any time between November 14, 2019 and November 19, 2023.
3. I understand that this Action has been filed as a proposed collective action under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201, et seq. I hereby consent, agree, and opt-in to join this lawsuit and become an Opt-in Plaintiff herein and be bound by any judgment of the Court or any settlement of this Action.
4. I hereby consent and agree to be bound by the settlement of the Fair Labor Standards Act (FLSA) claims asserted in the above-entitled lawsuit, as set forth in the Notice of Settlement and the Second Amended Class Action Settlement Agreement (“Settlement”). I understand that to receive my settlement payment for the release of my FLSA claims, I must expressly agree to opt into this Settlement and expressly release my claims under the FLSA.
5. Upon Final Approval, my signature below constitutes a full and final release and discharge of claims against Defendants and the Releasees under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201 et seq. (“FLSA claims”), through November 19, 2023, as described more fully in the Settlement on file with the Court.
6. I agree that the information as shown in this FLSA Opt-In Claim Form is true and correct to the best of my knowledge, and I hereby expressly agree to opt-in to the Settlement.

DATED: _____

(Signature)

(Address)

(Type or Print Name)

(City, State, Zip)

(Employee ID or Last Four Social Security
Numbers)

****IMPORTANT NOTICE****

**Statute of Limitations concerns mandate that you return this form as soon as possible to
preserve your rights.**

**YOU MUST SUBMIT THIS OPT-IN FORM BY [INSERT DATE] TO RECEIVE AN
FLSA PAYMENT UNDER THE SETTLEMENT.**

**This form may be submitted electronically via email to Info@phoenixclassaction.com or via
U.S. Mail.**

Please keep a copy of the completed Opt-in Form for your records.