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20 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
21 **FOR THE COUNTY OF SANTA CLARA**
22

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

25 Plaintiff,

26 v.

27 PERFORMANCE FIRST BUILDING
28 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]

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT AND
RELEASE**

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

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

10 **DEFINITIONS**

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

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

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

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

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

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

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

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

6 8. "Class Period" means the time period from November 14, 2018 through November
7 19, 2023.

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

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

18 11. "Court" means the Superior Court for the County of Santa Clara, State of California.

19 12. "Defendant" means Performance First Building Services, Inc.

20 13. "Effective Date" means the date on which the Settlement Agreement has been
21 executed by Plaintiff, Defendant, Class Counsel, and the Defendant's Counsel, the Superior Court's
22 Final Approval Order and Judgment becomes final, and Defendant fully funds the Gross Settlement
23 Amount to the Settlement Administrator, as set forth Paragraph 58 of this Agreement. The Superior
24 Court's Final Approval Order and Judgment "becomes final" upon the latter of: (a) if there is no
25 Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the
26 Final Approval Order and Judgment is filed by the Court; (b) if there is an Objection to the Settlement
27 that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days
28 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 obligation on the employee wage portion of the Individual Settlement
8 Payments, including but not limited to, customary withholdings for federal, state and local taxes, and
9 any similar tax or charge. Defendant shall be responsible for paying the Employer’s Share of Payroll
10 Taxes separately from, and in addition to, the Gross Settlement Amount, in the event that any portion
11 of the Gross Settlement Amount is designated as wages.

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

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

20 17. “Gross Settlement Amount” means the maximum amount which Defendant is
21 obligated to pay under this Settlement Agreement, which is Three Hundred Thousand Dollars
22 (\$300,000.00). This is a non-reversionary Settlement in which Defendant is required to pay the entire
23 Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendant under
24 any circumstances. Payments of any appropriate and lawfully-required employer share of the payroll
25 taxes on the taxable portion of the settlement payments shall be paid separately from the Gross
26 Settlement Amount by Defendant at the time the Gross Settlement Amount is funded.

27 18. “Individual Settlement Payment” means the amount payable from the Net Settlement
28 Amount to each Settlement Class Member, after reduction for the employee’s share of taxes and

1 withholdings with respect to the portion allocated as wages, as provided in Paragraph 59 of this
2 Agreement.

3 19. "Individual PAGA Payment" means the amount payable to the PAGA Aggrieved
4 Employees from the \$5,000 allocated to them (i.e., 25% of \$20,000 allocated to penalties under the
5 PAGA included in this settlement in Paragraph 59(i) of this Agreement).

6 20. "LWDA" means the California Labor and Workforce Development Agency.

7 21. "Net Settlement Amount" means the Gross Settlement Amount, less the Class
8 Counsel Award, Class Representative Service Award, the entire Payment to the LWDA and PAGA
9 Aggrieved Employees, and Settlement Administration Costs. If the Court approves less than the
10 amounts requested for the Class Counsel Award, Class Representative Service Awards, payment to
11 the LWDA and PAGA Aggrieved Employees for PAGA penalties, or Settlement Administration
12 Costs, such amounts will return to the Net Settlement Amount.

13 22. "Objection" means a written communication submitted by a Class Member to the
14 Settlement Administrator that contains a clear statement by the Class Member that he or she is
15 objecting to any of the terms of the Settlement. A Class Member may also object to the Settlement
16 orally at the Final Approval Hearing without the need to submit a written Objection.

17 23. "PAGA Aggrieved Employee" or "PAGA Aggrieved Employees" means all hourly,
18 non-exempt employees employed by Defendant in California at any time during the PAGA Period.

19 24. "PAGA Period" means any time between August 24, 2021 through November 19,
20 2023.

21 25. "PAGA Pay Period" or "PAGA Pay Periods" means the number of pay periods
22 worked by each PAGA Aggrieved Employee individually during the PAGA Period and used as a
23 value to calculate Individual PAGA Payments. The number of PAGA Pay Periods for each PAGA
24 Aggrieved Employee will be calculated by the Settlement Administrator, based on the Class
25 Information provided by Defendant. The number of PAGA Pay Periods for each PAGA Aggrieved
26 Employee will be determined by counting any 14-day pay period within the PAGA Period during
27 which a PAGA Aggrieved Employee performed work. A PAGA Pay Period starts at 12:00 a.m. on
28 the first day of the PAGA Pay Period and 11:59 p.m. on the last date of the PAGA Pay Period. A

1 PAGA Aggrieved Employee who works at least one (1) day in a PAGA Pay Period will be credited
2 as having worked a full PAGA Pay Period.

3 26. "Parties" means Plaintiff and Defendant, collectively, and "Party" means either
4 Plaintiff or Defendant, individually.

5 27. "Payment Ratio" means the respective Compensable Pay Periods for each
6 Settlement Class Member divided by the total Compensable Pay Periods for all Settlement Class
7 Members.

8 28. "PAGA Payment Ratio" means the respective PAGA Workweeks for each PAGA
9 Aggrieved Employee divided by the total PAGA Workweeks for all PAGA Aggrieved Employees.

10 29. "Plaintiff" means Maura Munoz Nava.

11 30. "Preliminary Approval Date" means the date upon which the Court filed an order
12 substantially in the form attached hereto as **Exhibit 2**, and which grants preliminary approval of the
13 Settlement.

14 31. "Request for Exclusion" means a letter or other written communication submitted by
15 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
16 that he or she is electing to be excluded from the Settlement.

17 32. "Released Claims by Plaintiff" means: As of the Effective Date, Plaintiff, as a Class
18 Member, agrees to the Release of Claims by Settlement Class Members, which is set forth in
19 paragraph 33 below. In addition to Release of Claims by Settlement Class Members, Plaintiff agrees
20 to a general release, which includes any unknown claims that she did not know or suspect to exist in
21 his favor at the time of the general release, which, if known, might have affected his Settlement with,
22 and release of, the Released Parties. With respect to the general release, Plaintiff stipulates and agrees
23 that, upon the Effective Date, she shall be deemed to have expressly waived and relinquished, to the
24 fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California
25 Civil Code, or any other similar provision under federal or state law as to the generally released
26 claims, which provides:

27 "A general release does not extend to claims which the creditor or releasing party
28 does not know or suspect to exist in his or her favor at the time of executing the

1 release, and that if known by him or her would have materially affected his or her
2 settlement with the debtor or released party.”

3 Plaintiff may hereafter discover facts in addition to or different from those now known or
4 believed to be true with respect to the subject matter of the general release, but upon the Effective
5 Date, he shall be deemed to have fully, finally, and forever settled and released any and all of the
6 claims released pursuant to the general release, whether known or unknown, suspected or
7 unsuspected, contingent or non-contingent, which now exist, or heretofore have existed upon any
8 theory of law or equity. In addition, the general release applies to Plaintiff only.

9 This general release applies to Plaintiff only. It does not apply to the Released Claims by
10 Settlement Class Members or PAGA Aggrieved Employees, which is set forth in Paragraphs 34 and
11 35 below.

12 33. “Released Claims by Settlement Class Members” means: As of the Effective Date,
13 Settlement Class Members shall fully and finally release and discharge Released Parties, from
14 November 14, 2018 through November 19, 2023, in exchange for the consideration provided under
15 this Settlement, Settlement Class Members shall fully and finally release and discharge Released
16 Parties, from any and all claims, debts, liabilities, demands, obligations, guarantees, costs,
17 expenses, attorneys’ fees, damages, action or causes of action, as alleged in the Operative
18 Complaint for: (1) failure to provide meal periods pursuant to Labor Code Sections 226.7, 510,
19 512, 1194, 1197 and Industrial Welfare Order 5-2001, Section 11; (2) failure to provide rest periods
20 pursuant to Labor Code Section 226.7, 512 and Industrial Welfare Order 5-2001, Section 12; (3)
21 failure to pay overtime wages pursuant to Labor Code Sections 510, 1194, 1198, Industrial Welfare
22 Order 5-2001, Section 3; (4) failure to pay minimum wages pursuant to Labor Code Section 1194,
23 1197 and Industrial Welfare Order 5-2001, Section 4; (5) failure to pay timely wages in violation of
24 Labor Code Sections 204 and 210; (6) failure to pay all wages owed and due at termination of
25 employment in violation of Labor Code Sections 201, 202 and 203; (7) failure to maintain required
26 records in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (8)
27 failure to provide accurate itemized wage statements in violation of Labor Code section 226 and
28 Industrial Welfare Order 5-2001, Section 7; (9) failure to provide for supplemental COVID-19 sick

1 leave pursuant to Labor Code Sections 246, 248.1 and 248.6; (10) failure to provide suitable resting
2 facilities pursuant to Industrial Welfare Order 5-2001, Section 13(B); (11) failure to reimburse
3 employees for necessary work-related expenses in violation of Labor Code section 2802; (12)
4 violation of the California Unfair Competition Law in violation of Business and Professions Code
5 Section 17200; (13) failure to pay minimum wage and overtime under the Fair Labor Standards
6 Act, and (14) and violation of the California Private Attorneys' General Act ("PAGA"), Labor
7 Code Sections 2698, 2699 and 2699.5, predicated on the violations of the California Labor Code
8 and IWC Wage Order 5-2001 as alleged or which could have been alleged under the facts pleaded
9 in the Operative Complaint and the LWDA Notice dated August 26, 2022. This release shall apply
10 to all claims arising at any point during the Class Period. This release also does not impact any
11 claims which cannot be released such as Worker's Compensation benefits and unemployment
12 benefits.

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

1 records in violation of Labor Code section 226 and Industrial Welfare Order 5-2001, Section 7; (8)
2 failure to provide accurate itemized wage statements in violation of Labor Code section 226 and
3 Industrial Welfare Order 5-2001, Section 7; (9) failure to provide for supplemental COVID-19 sick
4 leave pursuant to Labor Code Sections 246, 248.1 and 248.6; (10) failure to provide suitable resting
5 facilities pursuant to Industrial Welfare Order 5-2001, Section 13(B) and (11) failure to reimburse
6 employees for necessary work-related expenses in violation of Labor Code section 2802; as alleged
7 or which could have been alleged under the facts pleaded in the Operative Complaint and the
8 LWDA Notice dated August 26, 2022.

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

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

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

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

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

23 40. "Settlement Administrator" means Phoenix Settlement Administrators ("Phoenix").
24 The Settlement Administrator shall be responsible for, *inter alia*: (a) printing and mailing the Class
25 Notice to the Class; (b) calculating the Individual Settlement Payments based on the Class
26 Information; (c) to the extent applicable, calculating the Employer's Share of Payroll Taxes which
27 Defendant shall pay in addition to the Gross Settlement Amount; (d) receiving and reporting the
28 Requests for Exclusion and Objections submitted by Class Members to the Parties; (e) providing

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

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

13 **RECITALS**

14 42. Procedural History. On November 14, 2022, Plaintiff filed a complaint pursuant
15 PAGA against Defendant in Santa Clara Superior Court, Case No.: 22CV407445. On January 23,
16 2023, Defendant filed an answer to the complaint. In order to effectuate the terms of the Agreement,
17 and after meeting and conferring with Defendant regarding the allegations in the complaint, the
18 Parties stipulated to Plaintiff filing a First Amended Complaint (“FAC”) which encompasses all
19 claims alleged in the initial PAGA Complaint which are based upon her PAGA Notice as well as
20 Class allegations. Plaintiff will submit the Stipulation to the FAC prior or concurrently at the time
21 she moves for Preliminary Approval of the Settlement.

22 43. Investigation and Discovery. The Parties have conducted significant investigation of
23 the facts and law during the prosecution of this Action and before this Settlement was reached. Such
24 discovery and investigation includes, *inter alia*, the exchange of information and documents
25 pertaining to Plaintiff and the Class, and numerous meetings and informal conferences wherein the
26 Parties exchanged information, class data, and theories of the case. Plaintiff has also investigated the
27 law as applied to the facts of Plaintiff’s claims and Defendant’s potential defenses thereto.

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

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

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

24 **STIPULATION AND AGREEMENT**

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

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

4 49. 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 50. Class Certification. The Parties stipulate to class certification for purposes of
21 settlement only. If the Court does not grant either preliminary or final approval of this Settlement,
22 the Parties stipulate that this stipulation regarding class certification will be revoked and the Parties
23 will return to a point in litigation immediately prior to the execution of this Settlement Agreement.

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

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

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

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

8 55. Release of PAGA Claims. Plaintiff and the State of California release the “Released
9 PAGA Claims” as of the Effective Date of the Settlement. The Settlement Administrator shall notify
10 the Parties in writing upon receipt of the full Gross Settlement Amount.

11 56. Settlement Administration. Within twenty (20) calendar days after the Preliminary
12 Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.

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

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

25 b. Undeliverable Notices. Any Class Notice returned to the Settlement
26 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
27 forwarding address affixed thereto within seven (7) calendar days. If no forwarding address is
28 provided, the Settlement Administrator shall promptly attempt to determine a correct address by use

1 of skip-tracing, or other search using the name, address and/or Social Security number of the Class
2 Member involved, and shall then perform a re-mailing, if another mailing address is identified by
3 the Settlement Administrator. If the undeliverable notice is for a currently employed Class Member,
4 the Settlement Administrator shall contact Defendant, which will then make all reasonable efforts to
5 obtain the Class Member's current mailing address within seven (7) calendar days and provide it to
6 the Settlement Administrator. Class Members who receive a re-mailed Notice of Class Settlement
7 shall have forty-five (45) days after the postmark date of the re-mailed Notice of Class Settlement
8 to: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; or (c) dispute the
9 number of Compensable Pay Periods attributed to them.

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

26 d. Requests for Exclusion. Class Members who wish to exclude themselves
27 from the Settlement must mail or e-mail to the Settlement Administrator a Request for Exclusion
28 by the Response Deadline. The Request for Exclusion must: (a) contain the full name, address, and

1 telephone number of the Class Member, and the last four digits of the Class Member's social
2 security number; (b) contain the case name and case number; (c) a clear statement by the Class
3 Member that he or she is electing to be excluded from the Settlement; (d) be signed by the Class
4 Member; and (e) be postmarked or e-mailed by the Response Deadline. The date of the postmark
5 on the return mailing envelope on the Request for Exclusion, or the date the e-mail is sent, shall be
6 the exclusive means used to determine whether it has been timely submitted. Any Class Member
7 who requests to be excluded from the Settlement Class shall not be entitled to any Individual
8 Settlement Payment, shall not release any of the Released Claims by Settlement Class Members,
9 and shall not have any right to object, appeal or comment thereon. Class Members who fail to
10 submit a valid and timely Request for Exclusion on or before the Response Deadline shall be
11 bound by all terms of the Settlement and any Final Approval Order and Judgment entered in this
12 Action. Any Class Member who submits a valid and timely Request for Exclusion will still
13 receive their share of the PAGA portion of this settlement, if they are eligible as a PAGA
14 Aggrieved Employee, and will still be bound to the PAGA Settlement irrespective of whether he or
15 she opts out of the Class Settlement.

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

1 f. Objections. Class Members may appear at the Final Approval Hearing at his,
2 her or their expense, either in person, telephonically, or by using Microsoft Teams through the
3 Court's website or through an attorney. Class Members who wish to object to the Settlement may
4 do so orally at the Final Approval Hearing without the need to submit a written Objection, or by
5 emailing or mailing by U.S. Mail to the Settlement Administrator a written Objection by the
6 Response Deadline. The written Objection should contain the following: (a) contain the full name,
7 address, and telephone number of the Class Member, and the last four digits of the Class
8 Member's social security number; (b) clearly identify the case name and number (*Maura Munoz*
9 *Nava v. Performance First Building Services, Inc.*, Superior Court of the State of California for the
10 County of Santa Clara, Case No.: 22CV407445), (c) the dates of employment of the Class
11 Member; (d) be signed by the Class Member; (e) provide a concise statement of the reasons for
12 objecting; and (f) be postmarked or e-mailed by the Response Deadline. The date of the postmark
13 on the return mailing envelope on the written Objection, or the date the e-mail is sent, shall be the
14 exclusive means used to determine whether the written Objection has been timely submitted. Class
15 Members may withdraw their Objection at any time. Class Members who submit a Request for
16 Exclusion Form may not submit objections to the Settlement. Class Members who fail to make an
17 Objection in the manner specified above may be deemed to have waived any objection and may be
18 foreclosed from making any objections (whether by appeal or otherwise) to the Settlement as
19 determined by the Court within its discretion. The Settlement Administrator will provide the
20 Parties with any written Objection within seven (7) calendar days of its receipt of any Objection.
21 Plaintiff will file any and all written Objections with the Court in advance of the Final Approval
22 Hearing.

23 58. Funding Gross Settlement Amount. Defendant will fund one-half (1/2) of the Gross
24 Settlement Amount, or One Hundred and Fifty Thousand Dollars and Zero Cents by September 19,
25 2024, and the remaining one-half (1/2) of the Gross Settlement Amount, or One Hundred and Fifty
26 Thousand Dollars and Zero Cents, by March 19, 2025. Defendant shall wire transfer both payments
27 to the Settlement Administrator by the funding dates. Defendant shall also separately pay
28

1 Employer's Share of Payroll Taxes, to the Settlement Administrator as calculated and directed by the
2 Settlement Administrator at the time the Gross Settlement Amount is fully funded.

3 59. Allocation of Settlement. Individual Settlement Payments will be paid from the Net
4 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual
5 Settlement Payments shall be mailed by regular First Class U.S. Mail to Settlement Class Members'
6 last known mailing address.

7 a. The Settlement Administrator shall calculate the total Compensable Pay
8 Periods for all Settlement Class Members based on the Class Information provided by Defendant.
9 The respective Compensable Pay Periods for each Settlement Class Member will be divided by the
10 total Compensable Pay Periods for all Settlement Class Members, resulting in the Payment Ratio for
11 each Settlement Class Member. Each Settlement Class Member's Payment Ratio will then multiplied
12 by the Net Settlement Amount to determine his or her Individual Settlement Payment.

13 1. Individual Settlement Payments due to each Settlement Class
14 Member shall be designated as follows:

15 (a). Twenty (20) percent of the Individual Settlement Payment
16 shall represent payment for alleged unpaid wages. This payment shall be subject to the
17 withholding of all applicable local, state, and federal taxes. Applicable payroll taxes and/or
18 contributions will be deducted from the amount paid to Settlement Class Members. The Settlement
19 Administrator will issue a W-2 Form to each Settlement Class Member in relation to this payment.

20 (b). Eighty (80) percent of the Individual Settlement Payment
21 shall represent payment of interest and penalties. These payments will not be subject to
22 withholding of local, state, and federal taxes. The Settlement Administrator will issue an IRS Form
23 1099 to each Settlement Class Member in relation to these payments.

24 b. The Settlement Administrator shall calculate the total PAGA Workweeks for
25 all PAGA Aggrieved Employees based on the Class Information. The respective PAGA Workweeks
26 for each PAGA Aggrieved Employee will be divided by the total PAGA Workweeks for all PAGA
27 Aggrieved Employees, resulting in the PAGA Payment Ratio for each PAGA Aggrieved Employee.
28 Each PAGA Aggrieved Employee's PAGA Payment Ratio will then be multiplied by \$5,000 to

1 determine his or her Individual PAGA Payment. The Settlement Administrator will issue an IRS
2 Form 1099 to each PAGA Aggrieved Employee in relation to these payments.

3 c. Un-Negotiated Individual Payment Checks by Settlement Class Members.

4 Individual Settlement Payment checks shall remain negotiable for one hundred and eighty (180)
5 calendar days from the postmark date of issuance. If the Individual Settlement Payment check is not
6 cashed, deposited, or otherwise negotiated by the Settlement Class Member within the 180-day
7 deadline, the check will be voided, and the funds associated with any such voided checks shall be
8 paid in the name of the Class Member to the State of California Controller's Unclaimed Property
9 division. Neither Defendant, Defendant's counsel, Plaintiff's counsel nor Plaintiff will have any
10 liability for lost or stolen settlement checks, forged signatures on settlement checks, unauthorized
11 negotiation of settlement checks or failure to timely cash a settlement check within the 180-day
12 period. The Settlement Administrator shall send a reminder postcard to any Class Member whose
13 settlement distribution check has not been negotiated within sixty (60) days after the date of mailing.

14 1. Un-Negotiated Individual Checks by PAGA Aggrieved Employees.

15 If individual PAGA Aggrieved Employees payment checks are not cashed, deposited, or otherwise
16 negotiated by the PAGA Aggrieved Employees within the 180-day deadline, the check will be
17 voided, and the funds associated with any such voided checks shall be paid in the names of the
18 PAGA Aggrieved Employees to the State of California Controller's Unclaimed Property division.

19 d. Certification By Settlement Administrator. The Parties have the right to
20 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
21 Administrator concerning the administration of the Settlement will be resolved by the Court, under
22 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
23 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
24 completion of administration of the Settlement, the Settlement Administrator shall provide written
25 certification of such completion to counsel for the Parties, and which shall be filed with the Court as
26 necessary.

27 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
28 by Settlement Class Members shall be deemed to be income to such Settlement Class Members solely

1 in the year in which such awards actually are received by the Settlement Class Members. It is
2 expressly understood and agreed that the receipt of such Individual Settlement Payments will not
3 entitle any Settlement Class Member to additional compensation or benefits under any company
4 compensation or benefit plan or agreement in place during the period covered by the Settlement, nor
5 will it entitle any Settlement Class Member to any increased pension and/or retirement, or other
6 deferred compensation benefits. It is the intent of this Settlement that any Individual Settlement
7 Payments provided for in this Agreement are the sole payments to be made by Defendant to the
8 Settlement Class Members in connection with this Settlement, and that the Settlement Class Members
9 are not entitled to any new or additional compensation or benefits as a result of having received the
10 Individual Settlement Payments (notwithstanding any contrary language or agreement in any benefit
11 or compensation plan document that might have been in effect during the period covered by this
12 Settlement).

13 f. Class Representative Service Award. Defendant agrees not to oppose or
14 object to a Class Representative Service Award to Plaintiff of up to Six Thousand Dollars
15 (\$6,000.00), subject to Court approval. The Settlement Administrator shall issue an IRS Form 1099
16 – MISC to Plaintiff in connection with the Class Representative Service Award payment. Plaintiff
17 shall be solely and legally responsible to pay any and all applicable taxes on his Class Representative
18 Service Award and shall hold harmless Defendant and Class Counsel from any claim or liability for
19 taxes, penalties, or interest arising as a result of the Class Representative Service Award payment.
20 The Class Representative Service Award shall be in addition to Plaintiff's Individual Settlement
21 Payment. This Settlement is not contingent upon the Court awarding Plaintiff a Class Representative
22 Service Award in any amount, and any amount requested by Plaintiff for the Class Representative
23 Service Award that is not granted by the Court shall return to the Net Settlement Amount and be
24 distributed to Settlement Class Members as provided in this Agreement.

25 g. Class Counsel Award. Defendant agrees not to oppose or object to any
26 application or motion by Class Counsel for attorneys' fees not to exceed one third of the Gross
27 Settlement Amount, or One Hundred Thousand Dollars and Zero Cents (\$100,000.00). Defendant
28 further agrees not to oppose any application or motion by Class Counsel for the reimbursement of

1 any costs or expenses associated with Class Counsel's prosecution of this matter from the Gross
2 Settlement Amount, up to, but not to exceed Fourteen Thousand and Five Hundred Dollars
3 (\$14,500.00). Class Counsel shall be solely and legally responsible to pay all applicable taxes on the
4 payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form
5 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph. This Settlement is
6 not contingent upon the Court awarding Class Counsel any particular amount in attorneys' fees and
7 costs. Any amount requested by Class Counsel for the Class Counsel Award and costs that is not
8 granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class
9 Members as provided in this Agreement.

10 h. Settlement Administration Costs. The Settlement Administrator shall be paid
11 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
12 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
13 \$12,000. Prior to the filing of a motion for final approval of this Settlement, the Settlement
14 Administrator shall provide the Parties with a statement detailing the costs of administration.

15 i. Payment to the LWDA. Twenty thousand dollars (\$20,000) from the Gross
16 Settlement Amount will be allocated to penalties under the Private Attorneys General Act of 2004.
17 Seventy-five percent (75%) of that amount, or \$15,000, will be paid to the LWDA and twenty-five
18 (25%) of that amount, or \$5,000, will be paid to the Settlement Class. This PAGA Payment is made
19 pursuant to California Labor Code § 2699(i).

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

27 61. Pay Periods Differential. It is currently estimated that Class Members have worked
28 15,000 Compensable Pay Periods. Defendant shall provide Plaintiff with the total number of Class

1 Members, and the total number of Compensable Pay Periods worked by them, ten (10) calendar days
2 before the date that Plaintiff informs Defendant that Plaintiff will file a motion for preliminary
3 approval. If five (5%) percent additional Compensable Pay Periods are identified at that time, the
4 Gross Settlement Amount will be increased on a pro rata basis according to the number of additional
5 Compensable Pay Periods identified (i.e., all Compensable Pay Periods beyond 15,750).

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

11 63. Nullification of Settlement Agreement. In the event the Settlement does not become
12 final for any reason, then this Agreement, and any documents generated to bring it into effect, shall
13 be null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall
14 likewise be treated as void from the beginning. In the event an appeal is filed from the Court's Final
15 Approval Order and Judgment, or any other appellate review is sought, administration of the
16 Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any
17 fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from
18 the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid to the
19 Settlement Administrator by the party or person that filed the appeal, within thirty (30) calendar days
20 of said notification. In the event the Settlement does not become final, the Settlement Administrator
21 shall return all settlement funds deposited by Defendant with the Settlement Administrator, with the
22 exception of the initial administrative costs, for which the Parties are equally responsible.

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

27 65. No Admission by Defendant. Defendant denies any and all claims alleged in this
28 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or

admission, and shall not be used against Defendant by either Plaintiff or Settlement Class Members as an admission or indication with respect to any claim of any fault, concession, or omission by any Defendant.

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

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

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

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

1 appropriate motion for enforcement with the Court. The briefing of such motion should be in letter
2 brief form and shall not exceed five (5) single-spaced pages (excluding exhibits).

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

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

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

13 71. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
14 and represent they are expressly authorized by the Parties whom they represent to negotiate this
15 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
16 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
17 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
18 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
19 unable to reach agreement on the form or content of any document needed to implement the
20 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
21 this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
22 disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant that
23 they are authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants
24 that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim,
25 covered by this Settlement to a third-party.

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

1 73. California Law Governs. All terms of this Settlement Agreement and the Exhibits
2 hereto shall be governed by and interpreted according to the laws of the State of California.

3 74. Counterparts. This Settlement Agreement may be executed in one or more
4 counterparts. All executed counterparts and each of them shall be deemed to be one and the same
5 instrument.

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

9 76. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section
10 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and
11 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
12 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court
13 for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement
14 and all orders and judgments entered in connection therewith. All terms of this Settlement Agreement
15 are subject to approval by the Court.

16 77. Invalidity of Any Provision. Before declaring any provision of this Settlement
17 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
18 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
19 and enforceable.

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

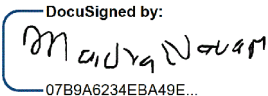
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1 IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this
2 Settlement Agreement of Class Action and PAGA Claims between Plaintiff and Defendant as of the
3 date(s) set forth below:

4 11/3/2023
5 Dated: _____

DocuSigned by:

07B9A6234EBA49E...
By: _____
Maura Munoz Nava

6
7 Dated: _____

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

8
9
10 Title: _____
CEO

11
12 **APPROVED AS TO FORM:**

13
14 Dated: _____

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

15
16
17
18
19 Dated: _____

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

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

4 Dated: _____

By: _____
Maura Munoz Nava

6
7 Dated: 12/06/2023

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

9
10 Title: CEO
CEO

11
12 **APPROVED AS TO FORM:**

13
14 Dated: December 6, 2023

By: 
Scott Ernest Wheeler
Justin A. Wheeler
Law Office of Scott E. Wheeler

17 Attorney for Plaintiff and the Putative Class

18
19 Dated: 12/5/2023

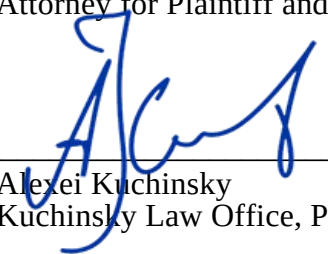
By: 
Alexei Kuchinsky
Kuchinsky Law Office, P.C.
Attorney for Defendant

EXHIBIT 1

CLASS NOTICE

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

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class 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”. 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. To exclude yourself from, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Defendant for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the 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. 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.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following 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 (“Class Period”).

According to Defendant’s records, you are a member of the Class (a “Class Member”).

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

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.

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

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

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.

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 Class Member will be paid to the State of California Controller's Unclaimed Property division in the name of the Class Member. All funds attributable to PAGA penalties that are not timely negotiated by a PAGA Aggrieved Employee will also be paid to the State of California Controller's Unclaimed Property division in the name of the PAGA Aggrieved Employee.

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. Settlement Class Members may wish to consult with their own tax advisors concerning the tax consequences of the Settlement.

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 \$14,500. 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 Settlement Class Members.

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, 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, 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) failure to pay wages under the Federal Labor Standards Act; (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.

In addition, 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.

Also, upon cashing your settlement check, you will be deemed to have opted into the settlement of the claims under the Fair Labor Standards Act alleged in the Action, which include all claims, charges, complaints, demands, causes of action, obligations, damages and liabilities arising under the Fair Labor Standards Act ("FLSA") that were pled in the Complaint and that are part of the Released Class Claims.

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.

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. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the 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 Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at [REDACTED] or e-mail a Request for Exclusion to Phoenix Settlement Administrators 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 [REDACTED]. 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 Settlement Class, and you will be bound by the release of 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 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.

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.

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 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.

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

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

EXHIBIT 2

1 **LAW OFFICE OF SCOTT ERNEST WHEELER**

2 Scott Ernest Wheeler (SBN 187998)

3 Justin A. Wheeler (SBN 342226)

4 250 West First Street, Suite 216

5 Claremont, California 91711

6 Telephone: (909) 621-4988

7 Facsimile: (909) 621-4622

8 Email: sew@scottwheelerlawoffice.com

9 *Attorney for Plaintiff and the Putative Class*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SANTA CLARA**

12
13 MAURA MUNOZ NAVA, individually,
14 and on behalf of all other aggrieved
15 employees,

16 Plaintiff,

17 v.

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

21 Defendants.
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Case No.: CVRI2201946

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

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

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

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

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

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

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

15 The Class Period is November 14, 2018, through November 19, 2023. (See, Agreement,
16 ¶8).

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

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

21 The PAGA Period means the time from August 24, 2021 through November 19, 2023.
22 (See, Agreement, ¶24).

23 4. The Court finds, for settlement purposes, that the Class meets the requirements for
24 certification under California Code of Civil Procedure § 382 in that: (1) the Class is so numerous
25 that joinder is impractical; (2) there are questions of law and fact that are common, or of general
26 interest, to the Class, which predominate over any individual issues; (3) Plaintiff's claims are
27 typical of the claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately
28

1 protect the interests of the Class; and (5) a class action is superior to other available methods for
2 the fair and efficient adjudication of the controversy.

3 5. The Court appoints, for settlement purposes, Plaintiff Maura Munoz Nava as
4 Representative for the Class.

5 6. The Court appoints, for settlement purposes, Scott Ernest Wheeler of the Law Office
6 of Scott Ernest Wheeler as Class Counsel.

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

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

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

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

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

12. 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, or written Objection	
Last Day for Plaintiff to file Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Service Award	
Final Approval Hearing	

13. 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.

14. 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: _____, 2023

HONORABLE THEODORE C. ZAYNER
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

CLASS NOTICE

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

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class 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”. 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. To exclude yourself from, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against Defendant for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the 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. 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.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following 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 (“Class Period”).

According to Defendant’s records, you are a member of the Class (a “Class Member”).

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

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.

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

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

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.

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 Class Member will be paid to the State of California Controller's Unclaimed Property division in the name of the Class Member. All funds attributable to PAGA penalties that are not timely negotiated by a PAGA Aggrieved Employee will also be paid to the State of California Controller's Unclaimed Property division in the name of the PAGA Aggrieved Employee.

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. Settlement Class Members may wish to consult with their own tax advisors concerning the tax consequences of the Settlement.

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 \$14,500. 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 Settlement Class Members.

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, 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, 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) failure to pay wages under the Federal Labor Standards Act; (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.

In addition, 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.

Also, upon cashing your settlement check, you will be deemed to have opted into the settlement of the claims under the Fair Labor Standards Act alleged in the Action, which include all claims, charges, complaints, demands, causes of action, obligations, damages and liabilities arising under the Fair Labor Standards Act ("FLSA") that were pled in the Complaint and that are part of the Released Class Claims.

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.

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. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the 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 Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at [redacted] or e-mail a Request for Exclusion to Phoenix Settlement Administrators 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 [redacted]. 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 Settlement Class, and you will be bound by the release of 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 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.

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.

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 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.

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

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)

IT IS MY DECISION TO BE EXCLUDED FROM THE CLASS AND NOT TO RECEIVE ANY MONEY UNDER THE 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 the Class, 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 xxx.

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. 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.scscourt.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