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12 **SUPERIOR COURT OF CALIFORNIA**
13 **FOR THE COUNTY OF SACRAMENTO**
14

15 ERIC DOCTOLERO, individually and on
16 behalf of all other similarly situated employees,

17 Plaintiff,

18 vs.

19 CONSOLIDATED MAINTENANCE
SOLUTIONS, LLC, an Arizona Limited
20 Liability Company; and DOES 1 to 100,
inclusive,

21 Defendant.
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Case No.: 25CV016446

**JOINT STIPULATION REGARDING CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Filed: July 9, 2025
FAC Filed: April 3, 2026
Trial Date: None Set

This Joint Stipulation Regarding Class Action and PAGA Settlement and Release is made and entered into between the Plaintiff Eric Doctolero (“**Plaintiff**”), on behalf of himself, the Labor and Workforce Development Agency, Class Members, and PAGA Employees, and Defendant Consolidated Maintenance Solutions, LLC (“**Defendant**”). This Agreement is subject to the terms and conditions set forth below and the approval of the Court.

1. DEFINITIONS

The following terms, when used in this Agreement, have the following meanings:

1.1 “**Actions**” means and includes the lawsuits titled *Eric Doctolero v. Consolidated Maintenance Solutions, LLC*, Sacramento County Superior Court, Case No. 25CV016446 (the “**Class Action**”) and *Eric Doctolero v. Consolidated Maintenance Solutions, LLC*, Sacramento County Superior Court, Case No. 25CV025219 (the “**PAGA Action**”).

1.2 “**Agreement**” or “**Settlement**” or “**Settlement Agreement**” means this Joint Stipulation Regarding Class Action and PAGA Settlement and Release.

1.3 “**Class Counsel**” means Galen T. Shimoda, Justin P. Rodriguez and Renald Konini of Shimoda & Rodriguez Law, PC.

1.4 “**Class Counsel Fees Payment**” means the amount allocated to Class Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Actions, in an amount not to exceed 35% of the Gross Settlement Amount.

1.5 “**Class Counsel Litigation Expenses Payment**” means the amount allocated to Class Counsel for reimbursement of actual expenses incurred to prosecute the Actions.

1.6 “**Class Data**” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Qualifying Pay Periods worked during the Class Period and PAGA Period.

1.7 “**Class Member(s)**” means non-exempt employees who worked for Defendant in California and who received at least one wage statement during the Class Period.

1.8 “**Class Period**” means from July 9, 2021, through (1) the date the Court grants preliminary approval of the Agreement, or (2) April 29, 2026, whichever is earlier.

1.9 “**Class Representative**” means Plaintiff Eric Doctolero.

1 1.10 “**Complaint**” means the operative Complaint on file in the Class Action with the Court, *i.e.*
2 the First Amended Complaint in the Class Action titled *Eric Doctolero v. Consolidated Maintenance*
3 *Solutions, LLC*, Sacramento County Superior Court, Case No. 25CV016446, which consolidates the claims
4 alleged in the PAGA Action into the Class Action. The First Amended Complaint in the Class Action shall
5 be the “**Operative Complaint**”.

6 1.11 “**Court**” means the Sacramento County Superior Court.

7 1.12 “**Defendant**” means Consolidated Maintenance Solutions, LLC.

8 1.13 “**Defendant’s Counsel**” means Rutan & Tucker, LLP.

9 1.14 “**Enhancement Payment**” means the amount approved by the Court to be paid to the Class
10 Representative in recognition of the time and effort expended on behalf of Class Members for the benefit
11 of Class Members, which is in addition to any Individual Settlement Amount paid to the Class
12 Representative as a Participating Class Member.

13 1.15 “**Effective Date**” means the later of (i) the 61st day after service of notice of entry of the
14 Final Approval Order and Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review,
15 or writ is sought from the Final Approval Order and Judgment, the day after the Final Approval Order and
16 Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Final Approval Order
17 and Judgment is no longer subject to further judicial review.

18 1.16 “**Employer Taxes**” means the employer’s share of taxes and contributions in connection
19 with the wages portion of Individual Class Payments, which shall be paid by Defendant in addition to the
20 Gross Settlement Amount.

21 1.17 “**Final Approval Date**” means the date a signed order granting final approval of this
22 Agreement is filed with the Court.

23 1.18 “**Funding Date**” means fourteen (14) calendar days after the Effective Date and is the date
24 on which Defendant shall fund the Gross Settlement Amount to the Settlement Administrator.

25 1.19 “**Gross Settlement Amount**” means the sum of Two Hundred Ninety Seven Thousand
26 Dollars (\$297,000), which is the total amount Defendant agrees to pay under the Settlement, as provided
27 in Paragraph 5.1 below. The Gross Settlement Amount will be used to pay Individual Class Payments,
28 Individual PAGA Payments, the LWDA Payment, the Class Counsel Fees Payments, the Class Counsel

Litigation Expenses Payment, the Enhancement Payment, and the Settlement Administrator Costs. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to increase, as provided in Paragraph 10.2.

1.20 “**Individual Settlement Amount(s)**” means an individual Class Member’s Individual Class Payment and/or PAGA Employee’s Individual PAGA Payment.

1.21 “**Individual Class Payment**” means the Participating Class Member’s *pro rata* share of the Net Settlement Amount calculated according to the number of Qualifying Pay Periods worked during the Class Period.

1.22 “**Individual PAGA Payment**” means the PAGA Employee’s *pro rata* share of 35% of the PAGA Payment (\$29,700.00), pursuant to Labor Code section 2699, subd. (m), calculated according to the number of Qualifying Pay Periods worked during the PAGA Period.

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

1.24 “**LWDA PAGA Payment**” means the 65% share of the PAGA Penalties (\$29,700.00) paid to the LWDA under Labor Code section 2699, subd. (m).

1.25 “**Net Settlement Amount**” is the portion of the Gross Settlement Amount available for distribution to Participating Class Members, as described in this Agreement, after deduction of the Class Counsel Fees Payments, the Class Counsel Litigation Expenses Payment, Settlement Administrator Costs, the PAGA Payment, and the Enhancement Payment to the Class Representative.

1.26 “**Notice of Settlement**” means the document attached hereto as Exhibit 1.

1.27 “**Notice Period**” means sixty (60) calendar days from the initial mailing of the Notice of Settlement to Class Members and PAGA Employees.

1.28 “**PAGA**” means the Private Attorneys General Act of 2004, California Labor Code §§ 2698 *et seq.*

1.29 “**PAGA Employees**” means all non-exempt employees who worked for Defendant in California and who received at least one wage statement during the PAGA Period.

1.30 “**PAGA Notice**” means Class Representative’s letter, submitted on July 9, 2025, to Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.31 **“PAGA Payment”** means the amount allocated from the Gross Settlement Amount towards resolving claims under PAGA (\$29,700.00).

1.32 **“PAGA Period”** means July 9, 2024, through (1) the date the Court grants approval of the Agreement, or (2) April 29, 2026, whichever is earlier.

1.33 **“Parties”** means Defendant and Plaintiff.

1.34 **“Participating Class Member”** means any and all Class Members who have not made any timely request to opt-out of the Agreement.

1.35 **“Preliminary Approval Date”** means the date a signed order granting preliminary approval of this Agreement is filed with the Court.

1.36 **“QSF”** means a Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Participating Class Members and/or PAGA Employees and from which the payments under this Agreement shall be made. Any amounts Defendant has agreed to pay under this Agreement shall remain the property of Defendant until the payments required under the Agreement are made.

1.37 **“Qualifying Pay Period(s)”** are pay periods worked by Class Members and/or PAGA Employees during the Class Period and/or PAGA Period, respectively, in California. The calculation of a Class Member’s and/or PAGA Employee’s pay periods and a determination as to whether a Class Member and/or PAGA Employee was actively employed in California in a particular pay period shall be determined from Defendant’s records.

1.38 **“Released Class Claims”** means any and all claims that were alleged in the Actions and any additional wage and hour claims that could have been brought based on the facts alleged in the Actions, including claims for (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Pay Final Wages; (7) Failure to Maintain Accurate Records; (8) Failure to Provide Paid Sick Leave; (9) Untimely Payment of Wages; and (10) unfair competition; California Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1194, 1197.1; IWC Wage Order No. 1-2001; California Code of Regulations, Title 8, § 11010; and Business & Professions Code section 17200.

1 1.39 “**Released PAGA Claims**” means all claims for civil penalties under the California Private
2 Attorney’s General Act, California Labor Code §§ 2698 *et seq.*, that were alleged in the PAGA Notice, and
3 any additional wage and hour claims for civil penalties that could have been brought based on the facts
4 alleged therein, including claims for (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum
5 Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide
6 Accurate Wage Statements; (6) Failure to Pay Final Wages; (7) Violation of Labor Code §§ 558, 558.1;
7 (8) Failure to Maintain Accurate Records; (9) Failure to Provide Paid Sick Leave; (10) Untimely Payment
8 of Wages; and California Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 246, 246.5, 248.5, 256,
9 510, 512, 558, 558.1, 1174, 1194, and 1197.1. PAGA Employees cannot opt out of this waiver of claims
10 and will be bound by the PAGA portion of the settlement, whether or not they opt out of the class
11 settlement.

12 1.40 “**Released Parties**” means Defendant, as well as Defendant’s current, former, and future
13 parents, predecessors, successors, holding companies, affiliated companies, related entities, owners,
14 shareholders, members, partners, officers, directors, managers, employees, insurers and agents.

15 1.41 “**Settlement Administrator**” means and refers to Apex Class Action, LLC, the third-party
16 entity that will administer the Agreement as outlined in Sections 4 and 7, or any other third-party
17 administrator agreed to by the Parties and approved by the Court for the purposes of administering this
18 Agreement. The Parties each represent that they do not have any financial interest in the Settlement
19 Administrator.

20 1.42 “**Settlement Administrator Costs**” means the fees and expenses reasonably incurred by
21 the Settlement Administrator as a result of the procedures and processes expressly required by this
22 Agreement, and shall include all costs of administering the Agreement, including, but not limited to, all tax
23 document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all
24 costs and fees associated with preparing, issuing, and mailing any and all notices and other correspondence
25 to Class Members and/or PAGA Employees; all costs and fees associated with communicating with Class
26 Members and/or PAGA Employees, Class Counsel, and Defendant’s Counsel; all costs and fees associated
27 with computing, processing, reviewing, and paying the Individual Settlement Amounts, and resolving
28 disputes regarding the Individual Settlement Amounts; all costs and fees associated with calculating tax

1 withholdings and payroll taxes, if any, making related payment to federal and state tax authorities, if any,
2 and issuing tax forms relating to payments made under the Agreement; all costs and fees associated with
3 preparing any tax returns and any other filings required by any governmental taxing authority or agency;
4 all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course
5 of administering Individual Settlement Amounts; and any other costs and fees incurred and/or charged by
6 the Settlement Administrator in connection with the execution of its duties under this Agreement.

7 **2. DESCRIPTION OF THE LITIGATION**

8 2.1 On or about July 9, 2025, Plaintiff sent his PAGA Notice to the LWDA to exhaust
9 administrative remedies under the PAGA for (1) Failure to Pay Overtime Wages; (2) Failure to Pay
10 Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to
11 Provide Accurate Wage Statements; (6) Failure to Pay Final Wages; (7) Failure to Maintain Accurate
12 Records; (8) Failure to Provide Paid Sick Leave; and (9) Untimely Payment of Wages. The LWDA did
13 not respond to the PAGA Notice within the statutorily required time frame and, as such, Plaintiff became
14 authorized to act as a Private Attorney General on the alleged PAGA claims.

15 2.2 On or about July 9, 2025, Plaintiff filed a class action Complaint in Sacramento County
16 Superior Court, Case No. 25CV016446, on behalf of himself and Class Members alleging claims for (1)
17 Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods;
18 (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Pay
19 Final Wages; and (7) Unfair Competition.

20 2.3 On or about October 20, 2025, Plaintiff filed a complaint in a separate action against
21 Defendant in Sacramento County Superior Court, Case No. 25CV025219, alleging a single PAGA cause
22 of action based on the facts and theories of liability outlined in Plaintiff's PAGA Notice.

23 2.4 Through informal discovery, Defendant and Defendant's Counsel provided Class Counsel
24 with copies of all applicable versions of its policies and procedures, employee handbooks, and information
25 on Class Members including, but not limited to, Class Members' workweeks and pay periods, total number
26 of Class Members, their rates of pay, and timecard data and payroll reports for a randomly selected sample
27 of Class Members, during the Class Period.
28

1 2.5 After Class Counsel received the data, the Parties engaged in mediation on January 28, 2026,
2 with private mediator Lisa Klerman. At the conclusion of the mediation, the Parties were able to come to
3 a resolution. At all times, the Parties' settlement negotiations have been non-collusive, adversarial, and at
4 arm's length.

5 2.6 Discussions between Plaintiff and Class Counsel, discussions between Class Counsel and
6 Defendant's Counsel, document productions, extensive legal analysis, the production of information, data,
7 and documents by Defendant to Plaintiff, and the detailed analysis of the records produced, including expert
8 analysis, have permitted each side to assess the relative merits of the claims and the defenses to those
9 claims.

10 2.7 In the Actions, Plaintiff contends that Defendant violated California law by (1) failing to
11 pay for all hours worked due to rounding and not paying Plaintiff and Class Members for working off-the-
12 clock pre-shift, post-shift, and during on-call shifts, (2) failing to incorporate the value of the non-
13 discretionary incentive-based compensation, or multiple hourly rates into Plaintiff's and Class Members'
14 regular rate of pay when calculating and paying premium wage payments, (3) failing to provide Class
15 Members with all compliant meal and rest periods, and (4) failing to provide Plaintiff and Class Members
16 with all earned sick pay. Defendant has denied each of Plaintiff's claims and Defendant has denied that
17 the Class Action is appropriate for class certification for anything other than settlement purposes. The
18 agreed upon Gross Settlement Amount was reached after evaluating the Parties' theories of potential
19 exposure for the underlying claims and the class data relevant to these claims. The Parties, with the
20 assistance of the mediator, also assessed appropriate discounts to the potential liability based on
21 Defendant's factual and legal contentions and defenses.

22 2.8 The Parties agree that the above-described investigation and evaluation, as well as discovery
23 and the information exchanged to date, are more than sufficient to assess the merits of the respective
24 Parties' positions and to compromise the issues on a fair and equitable basis. Plaintiff, Class Counsel,
25 Defendant, and Defendant's Counsel have concluded that it is desirable that the Actions be settled in a
26 manner and upon such terms and conditions set forth herein in order to avoid further expense,
27 inconvenience and distraction of further legal proceedings, and the risk of an adverse outcome each of the
28 Parties potentially face in the Actions. Therefore, the Parties desire to resolve the claims in the Actions.

1 Plaintiff, Class Counsel, Defendant, and Defendant's Counsel are of the opinion that the Agreement for the
2 consideration and terms set forth herein is fair, reasonable, and adequate in light of all known facts and
3 circumstances.

4 **3. THE CONDITIONAL NATURE OF THIS AGREEMENT**

5 3.1 This Agreement and all associated exhibits or attachments are made for the sole purpose of
6 settling the Actions. This Agreement and the settlement it evidences are made in compromise of disputed
7 claims. Because the Class Action was pled as a class action, this Agreement must receive preliminary and
8 final approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement
9 on a conditional basis. If the Effective Date does not occur because the Court does not grant approval of
10 the Settlement, or if the Court's approval of the Settlement is reversed or materially modified on appellate
11 review, this Agreement shall be deemed null and void; it shall be of no force or effect whatsoever; it shall
12 not be referred to or utilized for any purpose whatsoever; and the negotiation, terms and entry of the
13 Agreement shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152,
14 Federal Rule of Evidence 408, and any other analogous rules of evidence that may be applicable.

15 3.2 Defendant has denied all claims as to liability, damages, liquidated damages, penalties,
16 interest, fees, restitution, injunctive relief and all other forms of relief asserted in the Actions. Defendant
17 has agreed to resolve the Actions via this Agreement, but to the extent this Agreement is deemed void or
18 the Effective Date does not occur, Defendant does not waive, but rather expressly reserve, all rights to
19 challenge all such claims and allegations in the Actions upon all procedural and factual grounds, including,
20 without limitation, the ability to challenge class or collective treatment on any grounds, as well as to assert
21 any and all other potential defenses or privileges.

22 **4. SCOPE OF THE CLASS**

23 4.1 The scope of the class of individuals encompassed under the Agreement and subject to all
24 obligations and duties required under the Agreement, shall include all Class Members as defined in Section
25 1.7 and all PAGA Employees as defined in Section 1.29. However, the Settlement shall only include
26 Participating Class Members and not include any Class Members who submit valid and timely requests to
27 opt-out of the Agreement and settlement, as set forth in Section 7.5.1.
28

1 4.2 Only Participating Class Members and PAGA Employees are entitled to recover under this
2 Agreement.

3 4.3 Any person who believes that he or she is a Class Member or PAGA Employee and wishes
4 to participate in the Agreement, but did not receive a Notice of Settlement because his or her name did not
5 appear on the class list provided to the Settlement Administrator prior to mailing, may submit a data request
6 to the Settlement Administrator. The data request must contain all of the following information: (a) the
7 full name and, if applicable, Social Security Number of the individual making the request; (b) the name
8 used by such employee as of the time his or her employment with Defendant ended; (c) the individual's
9 dates of employment with Defendant; and (d) a return address to which a response may be sent. Every
10 data request must be postmarked on or before the conclusion of the Notice Period or otherwise submitted
11 to the Settlement Administrator such that it is received before the conclusion of the Notice Period. Upon
12 receipt of any data requests, the Settlement Administrator shall promptly (in no event more than two
13 business days) transmit the data requests to Defendant's Counsel and request that Defendant review its
14 records.

15 4.4 If Defendant agrees that the person listed in a data request is a Class Member and/or PAGA
16 Employee, the Settlement Administrator shall promptly mail a Notice of Settlement to the person who
17 submitted the data request, at the address designated for that purpose in the data request. All provisions of
18 this Agreement relating to the Notice of Settlement shall apply to any Notice of Settlement sent in response
19 to data requests, and any person who submits a data request and is sent a Notice of Settlement in response
20 shall be treated by the Settlement Administrator as a Class Member and/or PAGA Employee for all other
21 purposes.

22 4.5 If Defendant does not agree that the person listed in a data request is a Class Member and/or
23 PAGA Employee, Defendant's Counsel and Class Counsel shall attempt to resolve any such dispute in
24 good faith within seven (7) calendar days of Class Counsel being advised in writing of the data request
25 dispute. Defendant's records shall control unless the individual submitting the data request provides
26 persuasive evidence to doubt the accuracy of those records. Each data request dispute that Defendant's
27 Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator. The
28 Settlement Administrator must accept and weigh all the evidence provided in a good faith attempt to resolve

1 the dispute. The Settlement Administrator must resolve any dispute submitted to it within seven (7)
2 calendar days after Defendant's Counsel and Class Counsel submit the dispute to the Settlement
3 Administrator. The decision by the Settlement Administrator shall be final as between the Parties, subject
4 to Court review.

5 **5. TERMS OF THE SETTLEMENT**

6 The Parties agree as follows:

7 5.1 Gross Settlement Amount: In consideration and exchange for the releases described in
8 Section 6, Defendant shall pay the Gross Settlement Amount (\$297,000). Funding of the Gross Settlement
9 Amount shall occur within 14 calendar days after the Effective Date to be held in trust in a QSF by the
10 Settlement Administrator. The Gross Settlement Amount includes Individual Class Payments, Individual
11 PAGA Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Settlement
12 Administrator Costs, , any Enhancement Payment, and the LWDA PAGA Payment. Employer Taxes will
13 be paid in addition to the Gross Settlement Amount.

14 5.2 Class Counsel Fees Payment and Class Counsel Litigation Expense Payment: Class
15 Counsel will apply to the Court for attorney's fees of 35% of the Gross Settlement Amount, which shall
16 be paid from the Gross Settlement Amount (*i.e.*, the Class Counsel Fees Payment). Defendant has agreed
17 to not oppose Class Counsel's application for attorneys' fees so long as it does not exceed the 35%
18 threshold. Class Counsel will also be entitled to reimbursement for advanced litigation expenses not to
19 exceed \$17,500 (*i.e.*, the Class Counsel Litigation Expense Payment), which shall be paid from the Gross
20 Settlement Amount. Defendant has agreed to not oppose Class Counsel's request for reimbursement for
21 advanced litigation expenses so long as they do not exceed the \$17,500 threshold. The Settlement
22 Administrator will issue Class Counsel an IRS Form 1099 for the Class Counsel Fees Payment and Class
23 Counsel Litigation Expense Payment paid under this Agreement. In the event that the Court awards less
24 than the requested attorney's fees and/or costs, the portion of the requested amounts not awarded to Class
25 Counsel shall be added to the Net Settlement Amount to be distributed to Participating Class Members on
26 a pro rata basis. The Parties agree that this Agreement shall not be voided or nullified if the Court
27 decides to award a different amount to Plaintiff s counsel.
28

1 5.3 Settlement Administrator Costs: The Settlement Administrator Costs shall be paid from the
2 Gross Settlement Amount and shall not exceed \$10,000. The difference between any actual costs and the
3 allocated \$10,000 shall be added to the Net Settlement Amount to be distributed to Participating Class
4 Members on a pro rata basis.

5 5.4 Enhancement Payment: Class Counsel, on behalf of Plaintiff, shall apply to the Court for
6 an Enhancement Payment to the Class Representative in an amount not to exceed Ten Thousand Dollars
7 (\$10,000) to compensate for the risks, time, and expense of his involvement in the Actions and securing
8 the benefits of this Agreement for Class Members. The Enhancement Payment is in addition to the
9 Individual Settlement Amount Plaintiff would otherwise be due under the Agreement as a Participating
10 Class Member. Defendant has agreed to not oppose Class Counsel's request for an Enhancement Payment
11 to Plaintiff so long as it does not exceed \$10,000. The Enhancement Payment will be designated as a non-
12 wage payment and reported on an IRS Form 1099-MISC. In the event that the Court awards less than the
13 Enhancement Payment amount requested, then any portion of the requested amount not awarded to the
14 Class Representative shall be added to the Net Settlement Amount to be distributed to Participating Class
15 Members on a pro rata basis. The Parties agree that this Agreement shall not be voided or nullified if the
16 Court decides to award a different amount to Class Representative.

17 5.5 PAGA Payment: Twenty Nine Thousand Seven Hundred Dollars (\$29,700) of the Gross
18 Settlement Amount shall be allocated to resolving claims under the PAGA. Sixty-Five percent (65%)
19 (\$19,305.00) of the PAGA Payment will be paid to the LWDA(*i.e.*, the LWDA PAGA Payment) and
20 Thirty-Five percent (35%) (\$10,395.00) will be paid to PAGA Employees on a pro rata basis as described
21 below in Section 5.8 (*i.e.*, the Individual PAGA Payments). Any amount not approved by the Court for
22 the allocated PAGA Payment shall be added to the Net Settlement Amount to be distributed to
23 Participating Class Members on a pro rata basis. The Parties agree that if the Settlement is not approved,
24 in whole or in part, because a court determines that the amount allocated to the PAGA Payment should
25 increase, the Net Settlement Amount shall be decreased to account for any increase required for the
26 PAGA Payment such that the total Gross Settlement Amount does not increase.

27 5.6 Treatment of Residue and Cy Pres: For any portion of the Net Settlement Amount or PAGA
28 Payment allocated to Participating Class Members and/or PAGA Employees that were not claimed by

1 cashing the respective settlement checks before the deadline to do so, that remaining amount will escheat
2 to the State of California's Controller, to be held in the name of each expired check payee, pursuant to
3 applicable unclaimed property laws. No portion of the Gross Settlement Amount will revert to Defendant
4 for any reason.

5 5.7 No Additional Benefits Contributions: All Individual Settlement Amounts paid to
6 Participating Class Members and/or PAGA Employees shall be deemed to be income solely in the year in
7 which such amounts were actually received. It is expressly understood and agreed that the receipt of such
8 Individual Settlement Amounts will not entitle any Participating Class Member or PAGA Employee to any
9 new or additional compensation or benefits under any company bonus or other compensation or benefit
10 plan or agreement in place during the period covered by the Agreement, nor will it entitle any Participating
11 Class Member or PAGA Employee to any increased retirement, 401(k) and/or 403(b) benefits or matching
12 benefits, or deferred compensation benefits. It is the intent of this Agreement that the Individual Settlement
13 Amounts provided for in this Agreement are the sole payments to be made by Defendant to the Participating
14 Class Members and PAGA Employees in connection with this Agreement (notwithstanding any contrary
15 language or agreement in any benefit or compensation plan document that might have been in effect during
16 the period covered by this Agreement).

17 5.8 Pro Rata Distribution Formula: Payment to Participating Class Members and PAGA
18 Employees of their Individual Settlement Amount will not require the submission of a claim form. Each
19 Class Member's share will be initially determined by dividing their total Qualifying Pay Periods within the
20 Class Period by the total Qualifying Pay Periods of all Class Members. That fraction will then be multiplied
21 by the Net Settlement Amount to arrive at each Class Member's individual share of the Net Settlement
22 Amount (*i.e.*, the estimated Individual Class Payment). Any funds allocated to Class Members under this
23 formula who timely opt out of the Settlement will be redistributed to Participating Class Members on a pro
24 rata basis, *i.e.* each Participating Class Member's share will be determined by dividing their total
25 Qualifying Pay Periods within the Class Period by the total Qualifying Pay Periods of all Participating
26 Class Members and that fraction will then be multiplied by the Net Settlement Amount to arrive at each
27 Participating Class Member's individual share of the Net Settlement Amount (*i.e.*, the final Individual
28 Class Payment). Each PAGA Employee's share of the 35% portion of the PAGA Payment will be

determined by dividing their total Qualifying Pay Periods within the PAGA Period by the total Qualifying Pay Periods by all PAGA Employees within the PAGA Period. That fraction will then be multiplied by the 35% portion of the PAGA Payment to arrive at each PAGA Employee's individual share (*i.e.*, the Individual PAGA Payment).

5.9 Tax Allocation: The Parties recognize that the Individual Settlement Amounts to be paid to Participating Class Members and/or PAGA Employees reflect a settlement of a dispute over claimed penalties and wages. The Settlement Administrator shall calculate the employer's share of payroll taxes on the amounts paid to Participating Class Members as wages as well as calculating all required withholdings and deductions from said wage payments. The characterization of Individual Settlement Amounts to Participating Class Members and PAGA Employees are as follows:

5.9.1 Twenty Percent (20%) of each Participating Class Members' Individual Class Payment shall be allocated for payment of disputed wages and shall be subject to required employer taxes. Participating Class Members shall receive an IRS Form W-2 for reporting of this portion of their Individual Settlement Amount.

5.9.2 Eighty Percent (80%) of each Participating Class Members' Individual Class Payment shall be allocated for disputed statutory penalties and interest, and no amount shall be deducted for any taxes. This portion of the Individual Settlement Amount consists of other income, not wages, for which the Participating Class Members shall receive IRS Forms 1099-MISC and 1099-INT and this payment shall be divided equally among the 1099-MISC and 1099-INT designations.

5.9.3 The entirety (100%) of each PAGA Employee's Individual PAGA Payment shall be allocated for payment of disputed civil penalties, and no amount shall be deducted for any taxes. The Individual PAGA Payment consists of other income, not wages, for which the PAGA Employees shall receive an IRS Form 1099-MISC.

5.10 Participating Class Members and PAGA Employees shall be solely responsible for the reporting and payment of their share of any federal, state and/or municipal income or other taxes on payments made pursuant to this Agreement, and shall hold the Parties, Class Counsel, and Defendant's Counsel free and harmless from any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and

1 employment taxes. No party has made any representation to any of the other Parties as to the taxability of
2 any payments pursuant to this Agreement, including the payments to Participating Class Members, the
3 payments to PAGA Employees, the payments to Class Counsel, the payments to the Class Representative,
4 the payroll tax liability of Defendant, or the allocation of the Net Settlement Amount or PAGA Payment
5 to wage and non-wage income as provided in this Section, or otherwise as to tax implications of any
6 provision of this Agreement.

7 5.11 No Additional Contribution by Defendant: Defendant's monetary obligation under this
8 Agreement is limited to the Gross Settlement Amount and any employer side payroll taxes owed on
9 amounts characterized as wages under this Agreement. All other costs and expenses arising out of or in
10 connection with the performance of this Agreement shall be paid from the Gross Settlement Amount, unless
11 expressly provided otherwise herein. However, in the event this Agreement is deemed null and void as
12 described in Section 3 because the Court, in its independent determination, finds that the Agreement does
13 not meet the standards for settlement approval, then the Parties shall be equally responsible for the costs of
14 the Settlement Administrator incurred between the date the Agreement was executed and the date of such
15 event.

16 5.12 Certification For Settlement Purposes: The Parties agree that, for purposes of settlement
17 only, certification of the class as defined in Section 1.7 and 4.1 is appropriate. Defendant reserves the right
18 to contest certification for any reason, in the event the Court, in its independent determination, finds that
19 the Agreement does not meet the standards for settlement approval.

20 5.13 Adequacy of Class Counsel and Class Representative: The Parties agree that, for purposes
21 of settlement only, Class Counsel and Plaintiff are adequate representatives for Class Members and PAGA
22 Employees. Defendant reserves the right to contest certification for any reason, in the event the Court, in
23 its independent determination, finds that the Agreement does not meet the standards for settlement
24 approval.

25 **6. RELEASE**

26 6.1 Release of Claims by Participating Class Members: Upon the Effective Date, each Class
27 Member who does not timely submit a valid opt-out request (*i.e.* Participating Class Members) will be
28

1 deemed to fully, finally and forever release the Released Class Claims within the Class Period as to all
2 Released Parties.

3 6.2 Release of Claims by PAGA Employees and LWDA: Upon the Effective Date, all PAGA
4 Employees and the LWDA will be deemed to fully, finally and forever release the Released PAGA Claims
5 within the PAGA Period as to all Released Parties.

6 6.3 Release by Plaintiff: Upon the Effective Date, Plaintiff and his respective former, present,
7 and future spouses, representatives, agents, attorneys, heirs, executors, administrators, successors, and
8 assigns generally, release, waive, acquit, and discharge Defendant and all Released Parties from all his
9 individual claims, transactions, or occurrences (known or unknown), which he has, had, or might otherwise
10 have had against the Released Parties, from the beginning of time to the date Plaintiff signs this Agreement,
11 regarding any aspect of Plaintiff's employment, including, but not limited to: (a) all claims that were, or
12 reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (b) all
13 PAGA claims that were, or reasonably could have been, alleged based on facts contained in Plaintiff's
14 PAGA Notice; (c) the Released Class Claims; (d) the Released PAGA Claims; (e) any common law or
15 statutory torts (including invasion of privacy), any federal, state, or governmental constitution, statute,
16 regulation or ordinance, and any claim for wages, tips, or any other compensation or benefit ("**Plaintiff's**
17 **Release**"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to
18 any claims for vested benefits, unemployment benefits, disability benefits, social security benefits,
19 workers' compensation benefits that arose at any time, or based on occurrences after the date Plaintiff signs
20 this Agreement. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in
21 addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that
22 Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional
23 facts or Plaintiff's discovery of them.

24 6.4 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of
25 Plaintiff's Release only, Plaintiff expressly waives and relinquish the provisions, rights, and benefits, if
26 any, of section 1542 of the California Civil Code, which reads:

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

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

7. SETTLEMENT ADMINISTRATION

7.1 Duties of Settlement Administrator: The Settlement Administrator shall be responsible for:

- 1) receiving Class Member and PAGA Employee contact information and confirming addresses are valid;
- 2) calculating estimated Individual Settlement Amounts and any and all taxes associated with the Individual Settlement Amounts, including employer taxes; 3) taking appropriate steps to trace and locate any individual Class Members and PAGA Employees whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated and mailing the Notice of Settlement to Class Members;
- 4) providing notification to the appropriate state and federal officials of this Agreement as required under the law; 5) receiving, independently reviewing, and resolving any challenges (in consultation with Class Counsel and Defendant's Counsel) from Class Members or PAGA Employees, including any associated documentation, regarding their Qualifying Pay Period calculations; 6) receiving and serving on Class Counsel, Defendant's Counsel, and the Court, copies of any written objections, and/or any opt out statements from Class Members; 7) establishing a toll free telephone line and responding to inquiries and requests for information or assistance from Class Members and/or PAGA Employees; 8) maintaining a QSF; 9) determining and paying the final amounts due to be paid under the Agreement after resolution of all challenges, disputes, opt-outs, awarded attorneys' fees and costs, Settlement Administrator Costs, PAGA Payment, taxes, any Enhancement Payments, and for funds that cannot be distributed due to the inability to locate Class Members or PAGA Employees; 10) determining the validity of any disputes or late opt-outs by previously unidentified Class Members or PAGA Employees; 11) paying any residual funds from uncashed checks; 12) reporting to Class Counsel and Defendant's Counsel regarding the statistics of the administration, including (a) the number of initial Notice of Settlements mailed; (b) the number of forwarded Notice of Settlements; (c) the number of re-mailed Notice of Settlements; (d) the number of total undeliverable Notice of Settlements; (e) the number of address traces performed for undeliverable Notice of Settlements; (f) the number of Notice of Settlements undeliverable from traced addresses; (g) the number of total objections received; (h) the number of opt-out requests received; (i) the number of disputes received; and (j) the number of disputes resolved; 13) providing a declaration to the

1 Court regarding the final statistics of the administration and compliance with all payment obligations under
2 the Agreement; 14) completing all necessary tax reporting on the QSF and payment of the Individual
3 Settlement Amounts to Participating Class Members and PAGA Employees; and 15) carrying out other
4 related tasks as necessary to effectuate the terms of this Agreement and any Order of the Court. All disputes
5 relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the
6 Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this
7 Agreement, until all payments and obligations contemplated by the Agreement have been fully executed.

8 7.2 Notice to Class Members and PAGA Employees: The Notice of Settlement will provide
9 Class Members and PAGA Employees with a summary of the terms and conditions of the Agreement, how
10 to participate in the settlement, how to object to the Agreement, how to dispute the individual's Qualifying
11 Pay Periods, and how to opt-out from the Released Class Claims portion of this Agreement. The Notice
12 of Settlement will also inform Class Members and PAGA Employees of the Gross Settlement Amount, Net
13 Settlement Amount, proposed attorneys' fees and costs allocations, any proposed Enhancement Payments,
14 proposed Settlement Administrator Cost allocations, proposed PAGA Payment allocations, the scope of
15 the class, the nature and extent of the Released Class Claims and Released PAGA Claims, and dates set for
16 a fairness hearing and hearing on Class Counsels' motion for attorneys' fees and costs. The Notice of
17 Settlement shall include information regarding Class Member's and PAGA Employee's estimated
18 Individual Settlement Amount. The Notice of Settlement will provide information on how to access
19 electronic copies online of the Notice of Settlement, any motions for approval of the Agreement, any
20 motions for approval of attorneys' fees and costs, and any other documents as the Court directs.

21 7.3 Class Member Data and Mailing: No later than fourteen (14) calendar days after the
22 Preliminary Approval Date, Defendant shall provide the Settlement Administrator with the first and last
23 name, last known mailing address, Social Security Number, and the number of Class Qualifying Pay
24 Periods and PAGA Qualifying Pay Periods of each Class Member and PAGA Employee, and any other
25 information the Settlement Administrator needs to effectuate notice to Class Members and PAGA
26 Employees as outlined in this Agreement. The Settlement Administrator shall review the data to determine
27 the estimated Individual Settlement Amounts for each Class Member and PAGA Employee. No later than
28 fourteen (14) calendar days after receipt of such address information, the Settlement Administrator will

perform a national change of address (“NCOA”) search, update the addresses per the results of the NCOA search, and then mail the Notice of Settlement, in the form attached as Exhibit 1, to each Class Member and PAGA Employee by first-class mail, postage prepaid. The Settlement Administrator shall maintain all information received from Defendant confidential to itself, and Defendant’s Counsel. Class Counsel shall be able to review the breakdown of Qualified Pay Periods and estimated Individual Settlement Amounts for Class Members and PAGA Employees prior to mailing for quality assurance provided the personal identifying information is redacted and/or omitted.

7.4 Returned and/or Re-mailed Notice of Settlements: In the event that a Notice of Settlement is returned to the Settlement Administrator as undeliverable on or before the conclusion of the Notice Period, the Notice of Settlement shall be sent to the forwarding address affixed thereto within five (5) calendar days. If no forwarding address is provided, then the Settlement Administrator shall promptly attempt to determine a correct address using a skip-trace, computer or other search using the name, address and/or Social Security number of the individual involved, and shall then perform a single re-mailing within five (5) calendar days to any more recent address found as a result of the search. In the event the Notice of Settlement is forwarded to a new address and/or re-mailed to a Class Member, the deadline for the Class Member to submit any request to opt-out, a dispute, or an objection shall be the end of the Notice Period or 10 days from the date of the re-mailing/forwarding to a new address, whichever is later. In the event the procedures in this Section are followed and the Class Member does not timely and properly request to opt-out, the Class Member shall be bound by all terms of the Agreement, including the releases contained in Section 6.

7.5 Responses to Notice of Settlement:

7.5.1 *Opt-Outs:* The Notice of Settlement shall provide that Class Members who wish to exclude themselves from the Agreement must submit a request to opt-out as provided in this Section. The request to opt-out must (a) state the Class Member’s full name and date of birth; (b) a statement that he or she does not want to be a Participating Class Member, does not want to participate in the settlement, and/or wants to be excluded from the settlement; (c) identify the case name and number (*i.e. Doctolero v. Consolidated Maintenance Solutions, LLC*, Case No. 25CV016446); (d) be signed; and (e) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Class

Member must personally sign the request to opt-out. No request to opt-out may be made on behalf of a group of Class Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether a request to opt-out has been timely submitted. Any Class Member who requests to opt-out of the Agreement will not be entitled to any portion of the Net Settlement Amount nor will they have any right to object, appeal or comment on the Settlement. The name of any Class Member who submits a valid and timely opt out request will be specifically identified in any proposed order granting final approval. Class Members who fail to submit a valid and timely request to opt-out shall be bound by all terms of the Agreement and any order or final judgment thereon. Regardless of whether a PAGA Employee opts out of being a Class Member, they will still receive their share of the PAGA Payment as PAGA Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims.

7.5.2 Objection Procedures: Any Class Member who does not opt-out, but who wishes to object to this Agreement or otherwise to be heard concerning this Agreement, may submit a written objection to the Settlement Administrator, who will promptly provide copies of the objection to Class Counsel and Defendant's Counsel. The Notice of Settlement shall make clear that the Court can only approve or deny the Agreement, not change the terms of the Agreement. The written objection should (a) state the Class Member's full name and date of birth; (b) provide evidence that the individual is, in fact, a Class Member; (c) state the reasons for the objection(s), including any supporting documentation; (d) identify the case name and number (*i.e. Doctolero v. Consolidated Maintenance Solutions, LLC*, Case No. 25CV016446); (e) be signed; and (f) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. Additionally, or in the alternative to sending a written objection to the Settlement Administrator, any Class Member may appear at the final approval hearing to state their objection.

7.5.3 Dispute Procedures: Any Class Member who disputes the number of Qualifying Pay Periods on the Notice of Settlement shall contact the Settlement Administrator. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than the conclusion of the Notice Period or the re-mailing timeline stated in Section 7.4. The Settlement Administrator shall promptly (in no event more than two

business days) forward all such disputes to Defendant's Counsel and request that Defendant review the dispute. Defendant's records shall presumptively control unless the Class Member can produce documentation evidencing other periods of employment worked. If Defendant agrees with submitted information, the Class Member shall be credited or subtracted Qualifying Pay Periods in accordance with their submitted dispute and that final number of Qualified Pay Periods shall govern the calculation of that Class Member's Individual Settlement Amount. If Defendant disagrees with the submitted information, Defendant's Counsel will promptly advise Class Counsel of the dispute, which includes turning over any documentation submitted by the Class Member as part of the dispute. Defendant's Counsel and Class Counsel shall attempt in good faith to resolve any such dispute within five (5) calendar days of Class Counsel being advised of the dispute. Each dispute that Defendant's Counsel and Class Counsel cannot timely resolve shall be resolved by the Settlement Administrator, subject to Court review.

7.5.4 Deficient Opt-Outs, Objections, or Disputes: In the event that a deficient opt-out, objection, or dispute is received on or before the conclusion of the Notice Period, the Settlement Administrator shall mail a letter to the Class Member within five (5) calendar days informing them of the deficiency. If a deficiency letter is mailed to a Class Member, the deadline for the Class Member to cure the deficiency shall be the end of the Notice Period or 10 calendar days from the date of the deficiency letter, whichever is later.

7.6 Due Process Acknowledgement: Compliance with the procedures set forth in Sections 7.1 to 7.5.4 shall constitute due and sufficient notice to Class Members of the Actions and the Agreement and shall satisfy Class Members' due process rights. Nothing else shall be required of the Parties, Class Counsel or Defendant's Counsel to provide notice of the proposed Agreement.

7.7 Settlement Administrator Declaration Regarding Notice Period: Within fourteen (14) calendar days after the conclusion of the Notice Period, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the statistics and responses of settlement administration to date and all the Settlement Administrators' obligations under Sections 5.8 to 5.9.3 and 7.1 to 7.5.4.

7.8 Settlement Administrator Payments to Participating Class Members, Class Counsel and Plaintiff: Within seven (7) calendar days after the Effective Date and the Court's determination of the

1 amount of the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, the
2 Enhancement Payment payable to Plaintiff, the PAGA Payment, and Settlement Administrator Costs, the
3 Settlement Administrator shall calculate the final Net Settlement Amount, the final Individual Class
4 Payment for Participating Class Members and/or Individual PAGA Payments for PAGA Employees, any
5 applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's
6 Counsel. Defendant shall wire the Gross Settlement Amount and applicable employer-side payroll taxes
7 necessary to fund the Settlement as described in Section 5.1 to the Settlement Administrator within fourteen
8 (14) calendar days after the Effective Date to be held in trust in a QSF. Within seven (7) calendar days
9 after Defendant fund the settlement, the Settlement Administrator shall deliver payment of the Class
10 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, the Enhancement Payment
11 payable to Plaintiff, the LWDA PAGA Payment, Settlement Administrator Costs, and payment to
12 Participating Class Members and/or PAGA Employees as required under this Agreement and approved by
13 Court.

14 7.8.1 The Settlement Administrator shall wire the Court-approved the Class Counsel Fees
15 Payment and the Class Counsel Litigation Expenses Payment to Class Counsel unless another method is
16 requested by Class Counsel. Class Counsel shall provide the Settlement Administrator with the pertinent
17 taxpayer identification number and payment instructions after the Final Approval Date.

18 7.8.2 The Settlement Administrator shall send a check by mail for the Court-approved
19 Enhancement Payment to the Class Representative, care of Class Counsel unless another method is
20 requested by Class Counsel.

21 7.8.3 Only Participating Class Members and PAGA Employees will receive their
22 Individual Settlement Amount.

23 7.8.4 The Settlement Administrator shall remit and report the applicable portions of the
24 payroll tax payment to the appropriate taxing authorities on a timely basis pursuant to its duties under this
25 Agreement. Defendant agree to reasonably cooperate with the Settlement Administrator to the extent
26 necessary to determine the amount of the payroll tax payment required.

27 7.9 Settlement Check Expiration and Uncashed Checks: The Settlement Administrator shall
28 issue Individual Settlement Amounts to Participating Class Members and PAGA Employees in the form

of a check, which shall become null and void if not deposited within one hundred eighty (180) calendar days of issuance. After one hundred eighty (180) calendar days of issuance, the checks shall be voided and funds from all uncashed checks shall be transmitted in accordance with Section 5.6. The Settlement Administrator shall deliver these funds within fourteen (14) calendar days after the check cashing deadline.

7.10 Settlement Administrator Declaration Regarding Compliance and Settlement Administration: Within twenty-one (21) calendar days after the last day for Participating Class Members and PAGA Employees to cash their settlement checks, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a signed declaration under penalty of perjury providing a complete and detailed report regarding the settlement administration documenting that all payments under the Agreement have been made, that the Court's final approval order has been complied with, and that all the obligations of the Settlement Administrator have been completed.

8. PRELIMINARY SETTLEMENT ADMINISTRATION SCHEDULE

8.1 The schedule may be modified depending on whether and when the Court grants necessary approvals, orders notice to Class Members and PAGA Employees, and sets further hearings. The schedule may also be modified to correct clerical errors and to reflect the provisions in the Agreement as described above. In the event of such modification, the Parties shall cooperate to complete the settlement procedures as expeditiously as reasonably practicable. The preliminary schedule for notice, approval, and payment procedures carrying out the Agreement is as follows:

Last day for Defendant to provide Settlement Administrator with Class Member and PAGA Employee information	Within 14 calendar days after the Preliminary Approval Date
Last day for Settlement Administrator to complete NCOA search, update Class Member and PAGA Employee mailing information, and mail Notice of Settlement	Within 14 calendar days after the Settlement Administrators' receipt of Class Members' information from Defendant
Last day for Class Members to opt-out, submit disputes, submit objections, and submit data requests	60 calendar days after mailing of Notice of Settlement or within 10 days after Notice of Settlement is re-mailed, whichever is later

Last day for Settlement Administrator to provide Parties with signed declaration reporting on settlement administration statistics	Within 14 calendar days after end of the Notice Period
Last day for Settlement Administrator to calculate the final Net Settlement Amount, the final Individual Settlement Amounts for Participating Class Members and/or PAGA Employees, any applicable taxes thereon, and report the results of these calculations to Class Counsel and Defendant's Counsel	Within 7 calendar days after the Effective Date
Funding Date	Within 14 calendar days after the Effective Date
Last day for Settlement Administrator to deliver payment of Class Counsel's attorney's fees and costs, Enhancement Payments, PAGA Payment, Settlement Administrator Costs, payment to Participating Class Members, and payment to PAGA Employees	Within 7 calendar days after Defendant has funded the settlement
Last day for Participating Class Members and PAGA Employees to cash settlement checks	180 calendar days after issuance of checks to Participating Class Members and PAGA Employees
Last day for Settlement Administrator to deliver value of uncashed settlement checks to <i>cy pres</i> beneficiaries	Within 14 calendar days after settlement check cashing deadline
Last day for Settlement Administrator to provide Parties with compliance declaration	Within 21 calendar days after settlement check cashing deadline

9. DUTIES OF THE PARTIES

9.1 Stay of Litigation: The Parties agree that the Actions shall be stayed and all applicable deadlines shall be extended pending the outcome of this Agreement.

9.2 Consolidating the PAGA Action into the Class Action: As a condition of the Settlement, the Parties sought to amend the complaint in the Class Action, consolidating the claims alleged in the PAGA Action into the Class Action. Plaintiff will seek to dismiss the PAGA Action without prejudice no

1 later than 14 days after the Effective Date. For settlement purposes only, Defendant agrees that the First
2 Amended Complaint relates back to Plaintiff's original complaint in the Class Action and Defendant agrees
3 it will not contest the sufficiency of Plaintiff to serve as class or PAGA representative.

4 9.3 Preliminary Approval: The Parties will cooperate in obtaining, through an unopposed
5 motion to be filed as soon as reasonably practicable, an order from the Court granting Preliminary Approval
6 of the Agreement at the earliest possible date concurrently with the Court's certification of the Actions as
7 a class action for settlement purposes. The Parties further agree to fully cooperate in the drafting and/or
8 filing of any further documents or filings reasonably necessary to be prepared or filed, shall take all steps
9 that may be requested by the Court relating to, or that are otherwise necessary to, the approval and
10 implementation of this Agreement and shall otherwise use their respective best efforts to obtain
11 certification for settlement purposes, approval of, and implementation of this Agreement. The Parties will
12 submit this Agreement to the Court for preliminary approval of its terms and for approval of the steps to
13 be taken to obtain its final approval. Within seven (7) calendar days of signing this Agreement Class
14 Counsel shall provide a draft of the Preliminary Approval Motion to Defendant's Counsel. Defendant's
15 Counsel will provide comments and/or proposed revisions within fourteen (14) calendar days after receipt
16 of the draft Preliminary Approval Motion from Class Counsel. With regard to the final approval
17 documents, the same fourteen (14) days maximum review and response time shall be observed by the
18 Parties. The Parties will request that the Court's preliminary approval of this Agreement be embodied in
19 an Order Granting Preliminary Approval of Class Action and PAGA Settlement.

20 9.3.1 Plaintiff's motion shall seek an order: 1) Preliminarily approving the Agreement; 2)
21 Approving as to form and content the proposed Notice of Settlement; 3) Directing the mailing of the Notice
22 of Settlement by first class mail to Class Members and PAGA Employees; 4) Preliminarily appointing
23 Plaintiff and Class Counsel as representatives of Class Members; 5) Preliminarily approving settlement
24 administration services to be provided by the Settlement Administrator; 6) Preliminarily approving the
25 proposed Enhancement Payment to Plaintiff; 7) Preliminarily approving the application for payment of
26 reasonable attorneys' fees and reimbursement of litigation-related expenses to Class Counsel; and 8)
27 Scheduling a fairness hearing on the question of whether the proposed Agreement should be finally
28 approved as fair, reasonable and adequate as to the Class Members.

9.3.2 Defendant shall not oppose Plaintiff's motion for approval of the Agreement.

9.3.3 The Parties shall cooperate with each other and the Settlement Administrator during the process of giving Class Members notice and opportunity to object to the Agreement, as necessary and appropriate to assure effective communication to individual Class Members of information about their rights and obligations under this Agreement.

9.4 Final Approval and Fairness Hearing: On a date approved by the Court and set forth in the Notice of Settlement, the Court shall hold the Final Approval and Fairness Hearing where objections, if any, may be heard. Class Counsel shall provide the Court as part of the motion for final approval of the Agreement, a declaration by the Settlement Administrator of due diligence and proof of mailing of the Notice of Settlement required to be mailed to Class Members by this Agreement, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts. The Settlement Administrator declaration shall identify, by name, any Class Member who submitted a timely and valid request to opt out during the Notice Period.

9.4.1 Class Counsel and Defendant shall work in good faith to draft a mutually agreeable Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment. The Proposed Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment shall include findings and orders: 1) Approving the Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out; 2) Approving the payment of an Enhancement Payment to the Class Representative; 3) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; 4) Approving the Settlement Administrator Costs; and 5) Providing that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Agreement and the Court's orders.

9.4.2 Following entry of the Court's order granting final approval of the Agreement, the Parties will each act to ensure the fulfillment of all its provisions, including but not limited to the following: 1) Should an appeal be taken from the final approval of the Agreement or motion to set aside the judgement be filed, all parties will support the final approval order on appeal or otherwise; 2) Class Counsel and Defendant's Counsel will cooperate with each other and assist the Settlement Administrator as needed or requested in completing the distribution of any residual amounts, as specified above, to the *cy pres*

beneficiaries; 3) Class Counsel, in conjunction with the Settlement Administrator, will certify to the Court completion of all payments required to be made by this Agreement.

9.5 Final Judgment: If the Court approves this Agreement at the final approval and fairness hearing, the Parties will request that the Court enter an Order Granting Final Approval of Class Action and PAGA Settlement and Final Judgment.

9.6 Notice to LWDA: Plaintiff will provide notice to the Labor and Workforce Development Agency ("LWDA") of this settlement in accordance with Labor Code § 2699(1)(2).

10. MISCELLANEOUS TERMS

10.1 Defendant's Right to Withdraw Based on Opt-Outs: If, prior to the Final Approval Date, 10% or more of the Class Members have submitted proper and timely requests to opt-out in accordance with the provisions of the Agreement, Defendant may rescind the Agreement and all actions taken in its furtherance will be thereby null and void. Defendant must exercise this right of rescission, in writing, to Class Counsel, within seven (7) calendar days after the Settlement Administrator notifies the Parties of the total number of opt-outs. If the option to rescind is exercised, then any Settlement Administrator Costs shall be paid by Defendant.

10.2 Escalator Clause and Pay Periods: The Settlement is based on the assumption that there were approximately 6,000 workweeks through January 28, 2026. In the event the number of workweeks during the Class Period increases by more than 10%, Defendant will have the choice of (a) paying a proportional increase in the Gross Settlement Amount for each additional workweek over 6,600; or (b) modifying the end date of the Class Period and PAGA Period to a date prior to the escalator clause being triggered.

10.3 Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON

1 AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT
2 CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
3 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX
4 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
5 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
6 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
7 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
8 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX
9 PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
10 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
11 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX
12 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
13 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
14 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
15 THIS AGREEMENT.

16 10.4 No Prior Assignments: The Parties represent, covenant, and warrant that they have not
17 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
18 any person or entity any portion of any liability, claim, demand, action, cause of action or right released
19 and discharged in this Agreement.

20 10.5 Waiver of Appeal: Provided the Court's Order granting final approval is consistent with
21 the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
22 Class Counsel Litigation Expenses Payment set forth in this Agreement, the Parties, their respective
23 counsel, and all Participating Class Members who did not object to the Settlement as provided in this
24 Agreement, waive all rights to appeal from the Order, including all rights to post-judgment and appellate
25 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and
26 appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or
27 appeals. If an objector appeals the Order, the Parties' obligations to perform under this Agreement will be
28

1 suspended until such time as the appeal is finally resolved and the Order becomes final, except as to matters
2 that do not affect the amount of the Net Settlement Amount.

3 10.6 Plaintiff's Waiver of Ability to Opt Out: By signing this Agreement Plaintiff is waiving any
4 right or ability to opt out of this Agreement during the Notice Period or otherwise.

5 10.7 Exhibits Incorporated by Reference: The terms of this Agreement include the terms set
6 forth in any attached Exhibits, which are incorporated by this reference as though fully set forth in this
7 Agreement. Any Exhibits to this Agreement are an integral part of the Settlement.

8 10.8 Judgment and Retention of Jurisdiction to Enforce: Upon the Effective Date, judgment will
9 be entered according to this Agreement. The Parties stipulate and agree that the Sacramento County
10 Superior Court shall have continuing jurisdiction to enforce the terms of the Agreement pursuant to Civil
11 Procedure Code section 664.6 and that the prevailing party any action necessary to enforce the terms of the
12 Agreement after default by the other party may recover reasonable attorney's fees and costs related thereto.

13 10.9 Mutual Cooperation: The Parties agree to cooperate fully with one another to accomplish
14 and implement the terms of this Agreement. Such cooperation shall include, but not be limited to, execution
15 of such other documents and the taking of such other action as may reasonably be necessary to fulfill the
16 terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts
17 contemplated by this Agreement and any other efforts that may become necessary by Court order, or
18 otherwise, to effectuate this Agreement and the terms set forth herein.

19 10.10 No Admission of Liability: Neither the acceptance nor the performance by Defendant of
20 the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to
21 be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the
22 Complaint, the representative character of the Actions, the validity of any of the claims that were or could
23 have been asserted by Plaintiff and/or Class Members in the Actions, or of any liability or guilt of
24 Defendant in the Actions. Nothing in this Agreement shall be construed to be or deemed an admission by
25 Defendant of any liability, culpability, negligence, or wrongdoing toward Plaintiff, the Class Members, or
26 any other person, and Defendant specifically disclaim any liability, culpability, negligence, or wrongdoing
27 toward Plaintiff, the Class Members, or any other person. Each of the Parties has entered into this
28 Stipulation with the intention to avoid further disputes and litigation.

10.11 Notices: Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States certified mail, return receipt requested, addressed as follows:

To Plaintiff and the Class:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624

To Defendant:

Peter Hering
Nicholas Thomas
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612

10.12 Mutual Drafting of Agreement: The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its counsel participated in the drafting of this Agreement.

10.13 Attorneys' Fees and Costs Limitations: Neither Class Counsel nor any other attorneys acting for, or purporting to act for, the Class, Class Members, or Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from the Releasees or the Gross Settlement Amount except as expressly provided in this Agreement.

10.14 No Modifications: This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. This Agreement may not be discharged except by performance in accordance with its terms.

10.15 Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement

1 to effectuate its terms and to execute any other documents required to effectuate the terms of this
2 Agreement.

3 10.16 Class Member Signatories: Because the Class Action has not yet been certified for
4 settlement purposes, and the Class Members are so numerous, the Parties agree that it is impossible or
5 impractical to have each Class Member sign this Agreement. It is agreed that, for purposes of seeking
6 approval of the Agreement, this Agreement may be executed on behalf of all Class Members by the Class
7 Representative.

8 10.17 Counterparts: This Agreement shall become effective upon its execution by all of the
9 undersigned. Plaintiff, Class Counsel, Defendant, and Defendant's Counsel may execute this Agreement
10 in counterparts, and execution of counterparts shall have the same force and effect as if each had signed
11 the same instrument. Facsimile, electronic, and/or scanned copies of signatures shall have the same force
12 and effect of originals.

13 10.18 Choice of Law: The Agreement and any exhibits hereto shall be considered to have been
14 negotiated, executed, and delivered, and to have been wholly performed, in the State of California, and the
15 rights and obligations of the Parties to the Agreement shall be construed and enforced in accordance with,
16 and governed by, the substantive laws of the State of California without giving effect to that State's choice
17 of law principles.

18 10.19 Headings and Captions: Section titles or captions contained in the Agreement are inserted
19 as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of
20 this Agreement, or any provision thereof.

21 10.20 No Retaliation, Discouragement, or Solicitation: The Parties agree they will take no action
22 that could be construed as retaliation against any Class Members for participating or seeking to participate
23 in this Settlement. The Parties will not discourage any class member from participating or seeking to
24 participate in this Settlement. The Parties separately agree that they and their respective counsel and
25 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
26 Order. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with
27 Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. This is a
28

1 material term of the Agreement and non-breaching Parties will seek court intervention if this provision is
2 breached.

3 10.21 Invalidation. Invalidation of any material term of this Settlement Agreement will invalidate
4 this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions
5 will remain in full force and effect.

6 10.22 Integrated Agreement: This Agreement sets forth the entire understanding between the
7 Parties and supersedes any and all prior agreements, oral or written, pertaining to the subject matter hereof.
8 Each party acknowledges that there is no representation, inducement, promise or agreement which has been
9 made, orally or otherwise, by the other party, concerning the terms or conditions of this Agreement, which
10 is not expressly embodied in this Agreement. In entering into this Agreement, the Parties represent that the
11 terms of this Agreement are fully understood and voluntarily accepted by the Parties.

12 10.23 Binding on Successors and Assigns: This Agreement will be binding upon, and inure to the
13 benefit of, the successors or assigns of the Parties to this Agreement, as previously defined.

14 10.24 Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the
15 Court will first attempt to construe the provision as valid to the fullest extent possible consistent with
16 applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

17 10.25 Waiver of Compliance: No waiver of any condition or covenant contained in this
18 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply
19 or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

20 10.26 Calendar Days: Unless otherwise noted, all reference to “days” in this Agreement shall be
21 to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or
22 federal legal holiday, such date or deadline shall be on the first business day thereafter.

23 10.27 Confidentiality: Plaintiff and Plaintiff’s counsel agree that the terms of this Agreement
24 (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of
25 this Agreement, and the Agreement itself, shall not be discussed with or publicized or promoted to the
26 media (including, without limitation, legal periodicals and publications such as “Jury Verdicts,” or
27 disclosure of the Agreement on any website of Plaintiffs’ counsel), or the public at large, without the
28 advance written consent of Defendant. Nothing in this Agreement shall be interpreted as limiting

Plaintiff and/or Plaintiff's counsel ability to communicate with Class Members or PAGA Employees in connection with approval proceedings and/or providing notice to Class Members and PAGA Employees.

10.28 Use and Return of Class Data: Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Member data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final payout of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Member data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant make a written request to Class Counsel for the return, rather than the destructions, of Class Member data.

10.29 Attorneys' Fees and Costs: Except as otherwise provided in this Agreement, the Parties will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of the Actions and will not seek reimbursement thereof from any Party to this Settlement Agreement. In the event of a proven breach of this Agreement, the breaching party will be required to pay the prevailing party's reasonable attorneys' fees and costs incurred in enforcing this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

For Plaintiff:

Date: 04/29/2026



Eric doctolero (Apr 29, 2026 21:38:42 PDT)

Eric Doctolero

FOR Defendant:

Date: April 30, 2026

Signed by:



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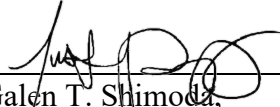
By: Grant Baecker

For Consolidated Maintenance Solutions, LLC

1 APPROVED AS TO FORM

Shimoda & Rodriguez Law, PC

2
3 Dated: 4/30/26

By: 
Galen T. Shimoda,
Justin P. Rodriguez
Renald Konini
Attorney for Plaintiff, Class Members, and
PAGA Employees

4
5
6
7
8 APPROVED AS TO FORM

RUTAN & TUCKER, LLP

9
10 Dated: April 30, 2026

By: 
Peter Hering
Nicholas Thomas
Attorney for Defendant

EXHIBIT 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

ERIC DOCTOLERO, individually and on behalf of all
other similarly situated employees,

Plaintiff,

vs.

CONSOLIDATED MAINTENANCE SOLUTIONS, LLC,
an Arizona Limited Liability Company; and DOES 1 to
100, inclusive,

Defendant.

Case No. 25CV016446

NOTICE OF PROPOSED CLASS ACTION AND PAGA
SETTLEMENT, AND HEARING DATE FOR FINAL
COURT APPROVAL OF SETTLEMENT

ATTENTION: Non-exempt employees who worked for Defendant in California and who received at least one wage statement from July 9, 2021, to [REDACTED] (the “Class Members”).

PLEASE READ THIS NOTICE CAREFULLY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION LITIGATION AND POTENTIAL DISBURSEMENT OF SETTLEMENT FUNDS TO YOU. IF YOU ARE A CLASS MEMBER, IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHT TO PARTICIPATE IN OR OPT OUT OF THE SETTLEMENT ACCORDING TO THE PROCEDURES DESCRIBED BELOW.

You are receiving this notice (the “Notice”) pursuant to an order from the Sacramento County Superior Court (“Court”) granting Plaintiff’s motion for preliminary approval of a Joint Stipulation Regarding Class Action and PAGA Settlement and Release (“Agreement” or “Settlement”) as fair, reasonable, and adequate. The Settlement was entered into between Plaintiff Eric Doctolero (“Plaintiff” or “Class Representative”), and Defendant Consolidated Maintenance Solutions, LLC (“Defendant”) on behalf of Class Members as defined above. The terms of the Settlement are outlined in this Notice. You are receiving this Notice because Defendant’s records indicate you fall within the definition of “Class Member.” Defendant’s records also indicate that you worked [REDACTED] pay periods during the period of July 9, 2021, to [REDACTED] (“Class Period”), which means your total share of the settlement proceeds is estimated to be [REDACTED] (your “Individual Settlement Amount”). Your actual share of the settlement proceeds will vary depending on the total number of Class Members that choose to participate and the resolution of any pay period disputes as described in this Notice.

The terms of the Agreement and a description of the case are identified in this Notice. Pursuant to the Court’s order, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

I. BACKGROUND OF THE CASE

On July 9, 2025, Plaintiff filed a wage and hour class action complaint against Defendant in the Sacramento County Superior Court, Case No. 25CV016446 (the “Class Action”), on behalf of himself and Class Members. On October 20, 2025, Plaintiff filed a complaint in a separate action in the Sacramento County Superior Court against Defendant alleging a single cause of action under the Labor Code Private Attorneys General Act (“PAGA”) for violation of the California Labor Code, Case No. 25CV025219 (the “PAGA Action”). On April 3, 2026, a First Amended Complaint was filed in the Class Action consolidating the claims alleged in the PAGA Action into the Class Action. The term “Actions” includes both the Class Action lawsuit and the PAGA lawsuit.

In the Actions, Plaintiff sought to obtain alleged unpaid wages, interest, statutory penalties, civil penalties, fees, and costs on behalf of himself, Class Members, and PAGA Employees. “PAGA Employees” are all non-exempt employees who worked for Defendant in California and who received at least one wage statement during the period of July 9, 2024, to [REDACTED] (“PAGA Period”). Plaintiff alleged that Defendant violated California law by 1) failing to pay overtime wages; 2) failing to pay minimum wages; 3) failing to provide meal periods; 4) failing to provide rest periods; 5) failing to provide accurate wage statements; 6) failing to pay final wages; 7) failing to maintain accurate records; 8) failing to provide paid sick leave; (9) untimely payment of wages, and (10) engaging in unfair competition.

Defendant has denied all of Plaintiff's allegations. The Actions have been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information. Furthermore, the Parties have participated in a full day mediation facilitated by a neutral third party. Based upon the negotiations, and all known facts and circumstances, including the various risks and uncertainties related to legal actions, the Parties reached a class-wide settlement. By settling, the Parties will avoid the risks associated with a lengthy litigation process. Despite agreeing to and supporting the Agreement, Defendant continues to deny all allegations and claims. Defendant has entered into this Settlement to fully, finally, and forever resolve the Actions, based on the terms set forth in the Agreement, in order to avoid the burden and expense associated with ongoing litigation.

The Agreement applies to any and all Class Members and PAGA Employees, as defined above. If you are a Class Member, you have the opportunity to participate in the Settlement, or to exclude yourself ("**opt out**") from the Settlement as to the Class Action. This notice is to advise Class Members of how they can either participate in the Settlement or opt out of the Settlement of the Class Action. As set forth below, PAGA Employees cannot opt out of this Agreement as it relates to the PAGA Payment or Released PAGA Claims regardless of whether they opt out of being a Class Member. PAGA Employees will receive their share of the PAGA Payment regardless of whether they opt out of being a Class Member.

II. SUMMARY OF THE PROPOSED SETTLEMENT

A. The Amount of the Settlement

Under the terms of the Agreement, Defendant has agreed to pay a total sum of Two Hundred Ninety Seven Thousand Dollars (\$297,000) ("**Gross Settlement Amount**"). Deducted from this Gross Settlement Amount will be sums approved by the Court for attorney's fees not to exceed 35% of the Gross Settlement Amount, attorney's costs not to exceed \$17,500, Settlement Administrator Costs not to exceed \$10,000, an Enhancement Payment to the Class Representative in an amount not to exceed \$10,000, and \$29,700 for alleged PAGA penalties (the "**PAGA Payment**"), which will result in a "**Net Settlement Amount**" for distribution to all Class Members. Any employer side taxes attributable to payments allocated as wages will be paid by Defendant in addition to the Gross Settlement Amount. As explained further below, the amount of each Class Member's share of the Net Settlement Amount will depend on the number of pay periods worked by Participating Class Members during the Class Period. Of the \$29,700 PAGA Payment, 65% of the PAGA Payment will be paid to the State of California Labor and Workforce Development Agency and 35% of the PAGA Payment will be divided among the PAGA Employees based on the number of pay periods worked during the PAGA Period.

The number of pay periods you worked during the Class Period and your estimated total share of the Net Settlement Amount and PAGA Payment ("**Individual Settlement Amount**") is stated on the first page of this notice. The actual amount received may be more or less than the amount stated depending on the actual number of pay periods worked by "**Participating Class Members**" (*i.e.*, those who do not opt out of the Settlement of the Class Action), the resolution of any disputes regarding pay periods, and on the distributions finally approved and allocated by the Court. However, whether Class Members opt out will have no effect on PAGA Employees' allocations for the PAGA claim.

B. Individual Settlement Amounts and Allocation Between Class Members and PAGA Employees

Defendant will pay Individual Settlement Amounts through the Settlement Administrator, as described below, to each Participating Class Member and to PAGA Employees. All Individual Settlement Amounts will be subject to appropriate taxation. The Parties have agreed, based on the allegations in the Actions, that the amount payable to eligible Class Members from the Net Settlement Amount will be allocated and paid as 80% for disputed interest, statutory penalties, and other non-wage damages, for which IRS Forms 1099-MISC and 1099-INT will be issued, and 20% for disputed wages, for which IRS Forms W-2 will be issued. The PAGA Payment to PAGA Employees will be paid as 100% for civil penalties, for which IRS Forms 1099-MISC will be issued.

Payment to Participating Class Members and PAGA Employees will not require the submission of a claim form. Each Participating Class Member's share will be determined by dividing their total pay periods worked within the Class Period by the total pay periods worked by all Participating Class Members within the Class Period. That fraction will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share of the Net Settlement Amount (the "**Individual Class Payment**"). Each Aggrieved Employee's share of the 35% portion of the PAGA Payment will be determined by dividing their total pay periods worked within the PAGA Period by the total pay periods worked by all PAGA Employees within the PAGA Period. That fraction will then be multiplied by the 35% portion of the PAGA Payment to arrive at the Aggrieved Employee's individual share (the "**Individual PAGA Payment**"). Your Individual Settlement Amount is a combination of your Individual Class Payment and, if eligible, your Individual PAGA Payment. As noted on the first page, Defendant's records indicate that you worked [REDACTED] pay periods during the Class Period, which means your Individual Class Payment is estimated to be [REDACTED]. Further, Defendant's records indicate that you worked [REDACTED] pay periods during

the applicable PAGA Period, which means your Individual PAGA Payment is estimated to be [REDACTED]. These two amounts together comprise your estimated Individual Settlement Amount stated on the first page of this notice. You will still receive your share of the PAGA Payment even if you opt out of being a Class Member. Receipt of the Individual Settlement Amounts will not entitle any Class Member or Aggrieved Employee to additional compensation or benefits under any compensation, retirement or benefit plan or agreement in place during the period covered by the Settlement.

C. Calculations to Be Based on Defendant's Records and Resolution of Pay Period Disputes

For each Class Member, the amount payable will be calculated by the Settlement Administrator from Defendant's records. Defendant's records will be presumed correct unless evidence to the contrary is provided to the Settlement Administrator. Defendant's records and any additional evidence will be reviewed by the Settlement Administrator in the event of a dispute about the number of pay periods worked by an individual Class Member. If a Class Member disputes the accuracy of Defendant's records, all supporting documents evidencing additional pay periods must be submitted by the Class Member. The dispute must (a) identify the nature of the dispute; (b) provide any information or documentation supporting the dispute; (c) be signed; and (d) be post-marked no later than [REDACTED]. Any dispute must be sent to the Settlement Administrator at the address identified in Section III.B. The dispute will be resolved by the Settlement Administrator based on the records and evidence provided.

D. Release of Claims

For those Class Members who do not opt out and PAGA Employees, the Agreement contains the following releases:

Class members who do not opt out will be deemed to have released the Released Class Claims within the Class Period as to all Released Parties.

"Released Class Claims" means any and all claims that were alleged in the Actions and any additional wage and hour claims that could have been brought based on the facts alleged in the Actions, including claims for (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Pay Final Wages; (7) Failure to Maintain Accurate Records; (8) Failure to Provide Paid Sick Leave; (9) Untimely Payment of Wages; and (10) unfair competition; California Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1194, 1197.1; IWC Wage Order No. 1-2001; California Code of Regulations, Title 8, § 11010; and Business & Professions Code section 17200.

"Released Parties" means Defendant, as well as Defendant's current, former, and future parents, predecessors or, successors, holding companies, affiliated companies, related entities, owners, shareholders, members, partners, officers, directors, managers, employees, insurers and agents.

PAGA Employees will be deemed to have released the Released PAGA Claims within the PAGA Period as to all Released Parties.

"Released PAGA Claims" means all claims for civil penalties under the California Private Attorney's General Act, California Labor Code §§ 2698 et seq., that were alleged in Plaintiff's PAGA Notice, and any additional wage and hour claims for civil penalties that could have been brought based on the facts alleged therein, including claims for (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Pay Final Wages; (7) Violation of Labor Code §§ 558, 558.1; (8) Failure to Maintain Accurate Records; (9) Failure to Provide Paid Sick Leave; (10) Untimely Payment of Wages; and California Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1194, and 1197.1.

Class Members and/or PAGA Employees can talk to one of the lawyers appointed as Class Counsel (listed below) for free or talk to their own lawyer if they have questions about the released claims and what they mean.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER

A. Participating in the Settlement as a Class Member

If you wish to be a Participating Class Member and believe your pay period information is accurate, **you do not need to take any further action**. Payment will be automatically made to you consistent with the terms of the Agreement and Court Order. If you wish to dispute the pay period calculation, you may follow the procedures outlined in Section II.C above. California law protects Class

Members from retaliation based on their decision to participate in the Settlement.

B. Opting Out of the Settlement as a Class Member

The Court will exclude you from being a Class Member if you request to opt out by [REDACTED]. If you do not wish to be bound by the Settlement as a Class Member, you may request to opt out by submitting a timely written request to the Settlement Administrator. The request to opt out must (a) state your full name and date of birth; (b) a statement that you do not want to be a Class Member, do not want to participate in the Settlement, and/or want to be excluded from this Settlement; (c) identify the case name and number (*i.e. Doctolero v. Consolidated Maintenance Solutions, LLC*, Case No. 25CV016446); (d) be signed; and (e) be post-marked no later than [REDACTED]. The request to opt out must be mailed by First Class U.S. Mail, or the equivalent, to:

[admin info]

If you submit a request to opt out which is not postmarked by [REDACTED], your request to opt out will be rejected, and you will be bound by the release and all other terms of the Agreement. Do not use a postage meter as that may not result in a postmark appearing on the envelope containing your request to opt out. Any Class Member who submits a complete and timely request to opt out shall, upon receipt by the Settlement Administrator, no longer be a Class Member and not receive their Individual Class Payment. PAGA Employees cannot opt out of this Agreement and will receive their Individual PAGA Payment regardless of whether they opt out of being a Class Member.

C. Objection to Settlement

If you do not opt out of the Settlement, you can object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. You can ask the Court to deny approval by submitting an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may submit a written objection, which should (a) state your full name and date of birth; (b) provide evidence that you are, in fact, a Class Member; (c) state the reasons for the objection(s), including supporting documentation; (d) identify the case name and number (*i.e. Doctolero v. Consolidated Maintenance Solutions, LLC*, Case No. 25CV016446); (e) be signed; and (f) be post-marked no later than [REDACTED]. Written objections must be sent to the Settlement Administrator at the address identified in Section III.B.

Additionally, or in the alternative to sending a written objection to the Settlement Administrator, you may appear at the final approval hearing to state your objection. Any Class Member who does not request exclusion may, if the Class Member so desires, enter an appearance through an attorney. If you appear through your own attorney, you are responsible for paying that attorney.

IV. EFFECT OF THE SETTLEMENT: RELEASED RIGHTS AND CLAIMS

If the Court grants final approval of the Settlement, the Court will make and enter judgment consistent therewith. A notice of entry of judgment will be filed with the Court and available online at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/>. The judgment, whether favorable or not, will bind all Class Members who do not request exclusion. After final approval, each and every Class Member who does not opt out of the Settlement and Aggrieved Employee, will release Defendant and the Released Parties from the Released Class Claims and the Released PAGA Claims described above. In other words, if you were employed as a Class Member by Defendant in California during the Class Period, and you do not exclude yourself from the Settlement, you will be deemed to have entered into these releases and to have released the above-described claims. In addition, you will be barred from ever suing Defendant and the Released Parties with respect to the claims covered by this Settlement. If the Settlement is not approved by the Court or does not become final for some other reason, the litigation will continue.

V. FINAL SETTLEMENT APPROVAL HEARING

The Court will hold a hearing in Department 8B, 500 G Street, Sacramento, California 95814, on [REDACTED] at [REDACTED] to determine whether the Agreement should be finally approved as fair, reasonable and adequate. To join by Zoom: <https://saccourt-ca.gov.zoomgov.com/j/16184738886>. To join by phone: (833) 568-8864 / ID 16184738886. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs, the Settlement Administrator Costs, and the Class Representative's Enhancement Payment. The hearing may be continued without further notice. It is not necessary for you to appear at this hearing.

VI. ADDITIONAL INFORMATION

You may access the Complaint, Class Counsel's motion for preliminary approval, the Agreement, and any other documents required by the Court at <https://prod-portal-sacramento-ca.journaltech.com/public-portal/> . You can also contact Class Counsel or Defendant's Counsel as follows:

Galen T. Shimoda
Justin P. Rodriguez
Renald Konini
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
On behalf of Plaintiff

Peter Hering
Nicholas Thomas
Rutan & Tucker, LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Telephone: 714-641-5100
On behalf of Defendant

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. IF YOU HAVE ANY QUESTIONS, CALL [number]

BY ORDER OF THE COURT