

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733
5 Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 rkonini@shimodalaw.com

7 Attorneys for Plaintiff ERIC DOCTOLERO
individually and on behalf of similarly situated employees

8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**
11

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

14 Plaintiff,

15 vs.

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

19 Defendants.
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23
24
25
26
27
28

Case No. 25CV016446

*Assigned for All Purposes to Hon. Lauri A. Damrell
Department 8B*

CLASS ACTION

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT**

Reservation No. A-16446-001

Date: May 22, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Lauri A. Damrell

Filed: July 9, 2025

FAC Filed: April 3, 2026

Trial Date: None Set

1 TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that on May 22, 2026, at 9:00 a.m., or as soon thereafter as the matter
3 may be heard in Department 8B of the above-entitled Court, Plaintiff Eric Doctolero, individually and
4 on behalf of all other similarly situated individuals, will move for entry of an Order for the following:

- 5 1. Preliminarily certifying the proposed class herein for purposes of settlement;
- 6 2. Preliminarily appointing Plaintiff Eric Doctolero as Class Representative for purposes of
7 settlement;
- 8 3. Preliminarily appointing Shimoda & Rodriguez Law, PC, as Class Counsel for purposes of
9 settlement;
- 10 4. Preliminarily approving the proposed class action and Private Attorney's General Act
11 settlement (the "Settlement"), in the amount of \$297,000, which is incorporated herein by
12 reference;
- 13 5. Preliminarily approving the appointment of Apex Class Action, LLC, as the Settlement
14 Administrator and for payment to Apex Class Action, LLC, for administering said class
15 action settlement in an amount not to exceed \$10,000;
- 16 6. Preliminarily approving the settlement of claims under the Private Attorneys General Act for
17 the total amount of \$29,700, 65% of which will be paid to the Labor and Workforce
18 Development Agency and 35% of which will be paid to PAGA Employees;
- 19 7. Approving as to form and content the Notice of Settlement, which provides Class Members
20 information regarding the Settlement, their ability to opt out of, or object to, the Settlement,
21 and which provides instruction on how to dispute an individual's settlement allocation under
22 the proposed Settlement;
- 23 8. Approving the proposed procedures to notify the class and determining that they comply with
24 Class Members' due process rights and directing the Notice of Settlement to be sent by first
25 class mail to Class Members;
- 26 9. Directing Defendant to report employment information as set forth in the Settlement
27 Agreement to the Settlement Administrator to administer the settlement proceeds;
- 28

1 10. Scheduling a fairness hearing on the question of whether the proposed Settlement should be
2 finally approved as fair, reasonable, and adequate;

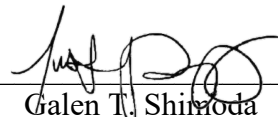
3 11. Preliminarily approving and adopting the Proposed Order and its implementation schedule,
4 which is filed herewith and incorporated by reference.

5 This motion is being made pursuant to Code of Civil Procedure section 382, Labor Code section
6 2699(s)(2), and California Rules of Court 3.769 and 3.764, on the grounds that the proposed class action
7 and Private Attorneys General Act settlement is fair, reasonable, and adequate as to all Class Members
8 and should be approved by the Court. This motion will be based on the notice of motion, memorandum
9 of points and authorities, the Declaration of Justin P. Rodriguez, the Declaration of Eric Doctolero,
10 exhibits, the record and files of this case, and any further oral or documentary evidence introduced at the
11 hearing of this motion.

12 **Pursuant to Local Rule 1.06(A), the court will make a tentative ruling on the merits of this matter**
13 **by 2:00 p.m., the court day before the hearing. The complete text of the tentative rulings for the**
14 **department may be downloaded off the court's website. If the party does not have online access,**
15 **they may call the dedicated phone number for the department as referenced in the local telephone**
16 **directory between the hours of 2:00 p.m. and 4:00 p.m. on the court day before the hearing and**
17 **receive the tentative ruling. If you do not call the court and the opposing party by 4:00 p.m. the**
18 **court day before the hearing, no hearing will be held.**

19 Dated: May 15, 2026

Shimoda & Rodriguez Law, PC

20 By: 
21 Galen T. Shimoda
22 Justin P. Rodriguez
23 Renald Konini
24 Attorneys for Plaintiff
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26
27
28

1 Galen T. Shimoda (Cal. State Bar No. 226752)
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2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733
5 Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 rkonini@shimodalaw.com

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individually and on behalf of similarly situated employees
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12 ERIC DOCTOLERO, individually and on
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16 CONSOLIDATED MAINTENANCE
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inclusive,
19

20 Defendants.

Case No. 25CV016446

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Department 8B*

CLASS ACTION

**MEMORANDUM OF POINTS &
AUTHORITIES IN SUPPORT OF PLAINTIFF'S
MOTION FOR PRELIMINARY APPROVAL
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SETTLEMENT**

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I. INTRODUCTION AND OPENING SUMMARY OF ARGUMENT

Plaintiff Eric Doctolero (“Plaintiff”) seeks preliminary approval of a non-reversionary wage and hour class action and Private Attorneys General Act (“PAGA”) settlement in the gross amount of \$297,000. *See generally* Exhibit A (Joint Stipulation Regarding Class Action and PAGA Settlement and Release [“Agreement” or “Settlement”]). Plaintiff brought this class and PAGA action individually and on behalf of similarly situated employees who worked for Defendant Consolidated Maintenance Solutions, LLC, (“Defendant”) (Plaintiff and Defendant sometimes collectively referred to as the “Parties”). *See generally* Exhibit B (Plaintiff’s Operative Complaint). There are approximately 74 Class Members.

Plaintiff has alleged that Defendant 1) failed to pay overtime wages, 2) failed to pay minimum wages, 3) committed meal and rest period violations, 4) failed to provide accurate wage statements, 5) failed to pay all final wages, and 6) engaged in unfair competition. *See generally* Exhibit B; *see also* Declaration of Justin P. Rodriguez (“Decl. Rodriguez”), ¶¶ 2, 10-11. Plaintiff has also alleged Defendant is liable for civil penalties under the PAGA based on these violations. *See* Decl. Rodriguez, ¶ 4; Exhibit C (Plaintiff’s Ltr. to the Labor and Workforce Development Agency [“LWDA”] Regarding PAGA Claims). Defendant has denied all of Plaintiff’s allegations in their entirety and any liability or wrongdoing of any kind. *See* Decl. Rodriguez, ¶ 6. Defendant has also denied that this case is appropriate for class certification other than for purposes of settlement. *See id.* However, subject to Court approval, the Parties have been able to compromise and settle all asserted claims as a result of extensive investigations, document and data exchanges, and extended negotiations. *See* Exhibit A. Plaintiff and Plaintiff’s counsel believe the proposed Agreement is fair, reasonable, and adequate based on the investigations, discovery, employee data exchanges, negotiations, and a detailed knowledge of the issues in this case. *See* Decl. Rodriguez, ¶¶ 7-8, 10-11; Declaration of Eric Doctolero (“Decl. Doctolero”), ¶ 7. The Agreement was entered into in good faith by the Parties to resolve heavily contested claims and guarantees a reasonable recovery for Class Members.

It is well within the discretion of this Court to grant preliminary approval of the Agreement as it satisfies all applicable criteria under California law. Accordingly, Plaintiff is requesting that the Court: (1) certify the proposed settlement class on a preliminary and conditional basis; (2) grant preliminary

1 and conditional approval of the proposed Agreement (Exhibit A); (3) approve the form and content of
2 the Notice of Settlement (Exhibit F) and the method for providing notice to Class Members as set forth
3 in the Agreement; and (4) adopt the implementation schedule contained in the proposed order.

4 **II. PROCEDURAL AND LITIGATION HISTORY**

5 Plaintiff filed a class action complaint on July 9, 2025, in Sacramento County Superior Court
6 against Defendant. Plaintiff exhausted administrative remedies under the PAGA by providing notice of
7 the claims and violations to the LWDA. *See* Exhibit C; Cal. Lab. Code § 2699(s)(2); Decl. Rodriguez,
8 ¶¶ 3-4. On October 10, 2025, Plaintiff filed separate lawsuit alleging a single cause of action under the
9 PAGA in Sacramento County Superior Court, Case No. 25CV025219 based on the violations alleged in
10 the July 9, 2025, notice to the LWDA. *See id.* at ¶ 4. However, as a condition of settlement and to
11 facilitate a more efficient Court review of the Settlement, the Parties agreed to consolidate the PAGA
12 claim into this class action case. *See id.* As a result, Plaintiff filed a First Amended Complaint on April
13 3, 2026, which included the PAGA claim. *See id.*; Exhibit B. There is no date set for a motion for
14 certification or trial in this matter. *See* Decl. Rodriguez, ¶ 5.

15 **III. INVESTIGATION AND DISCOVERY CONDUCTED**

16 Plaintiff thoroughly investigated issues affecting certification, the merits of the class and PAGA
17 claims, and potential damages for such claims. *See id.* at ¶¶ 2, 7-8, 10-11; Decl. Doctolero, ¶¶ 3-6.
18 Plaintiff worked during the time all of Defendant's policies and practices at issue in the Complaint were
19 in effect and provided information regarding these policies and practices, enabling pre-filing
20 investigations to take place. *See* Decl. Doctolero, ¶ 2. The Parties engaged in informal discovery and
21 exchange of documents, including a representative sampling of employee data, such as timecards,
22 paystubs, payroll data, and relevant policies for the entirety of the statute of limitations applicable to the
23 asserted claims. The discovery covered all aspects of the asserted claims, including certification issues,
24 merits issues, damages, the scope and configuration of Class Members, the content and implementation
25 of the wage and hour policies at issue, and issues relating to manageability concerns at trial, among
26 other relevant areas. *See* Decl. Rodriguez, ¶ 8. The information allowed Plaintiff to determine the
27 extent and frequency of any violations in accordance with Plaintiff's contentions and create an accurate
28 damages model to assess the reasonableness of any settlement. *See id.*

1 **IV. NEGOTIATION AND PROPOSED SETTLEMENT**

2 **a. Plaintiff and Defendant Engaged in Extensive Arm's Length Negotiations**

3
4 The final settlement occurred only after extended, arm's length negotiations. Over the course of
5 approximately fourteen (14) months, Plaintiff has been investigating the claims and discussing with
6 Defendant's counsel the merits of the claims and issues present in this case. *See id.* at ¶ 9. The Parties
7 exchanged substantial amounts of information and legal analysis in connection with these discussions.
8 *See id.* It was only after these extended discussions, which included a full day mediation with Lisa
9 Klerman and a mediator's proposal, that the Parties were able resolve all claims and enter into the
10 Agreement. *See id.*

11 **b. The Terms of the Agreement**

12 1. The following groups of individuals are covered by the Agreement: (a) Class Members,
13 which include all non-exempt employees who worked for Defendant in California and who received at
14 least one wage statement from July 9, 2021, to April 29, 2026; and (b) PAGA Employees, which
15 include all non-exempt employees who worked for Defendant in California and who received at least
16 one wage statement from July 9, 2024, to April 29, 2026. *See Exhibit A, ¶¶ 1.7, 1.8, 1.29, 1.32.* There
17 are approximately 74 Class Members and 50 PAGA Employees.

18 2. Defendant will pay the Gross Settlement Amount of \$297,000, which is exclusive of the
19 employer's share of payroll taxes. *See id.* at ¶ 5.1. No portion of the Gross Settlement Amount will
20 revert to Defendant. *See id.* at ¶ 5.6. PAGA Employees will still be paid their share of the PAGA
21 Payment regardless of whether they opt out of being Class Members. *See id.* at ¶¶ 7.5.1, 7.8.3.

22 3. Up to \$10,000 will be paid to Plaintiff as an Enhancement Payment. This amount will
23 be in addition to any amount Plaintiff may be entitled to under the terms of the Agreement. *See id.* at ¶
24 5.4.

25 4. Subject to Court approval, the Parties have selected Apex Class Action, LLC, to act as
26 the Settlement Administrator, who has provided a maximum cost estimate of \$5,990. *See Exhibit D*
27 *(Apex Class Action, LLC, Bid); Exhibit A, ¶ 1.41; Decl. Rodriguez, ¶ 21.*

1 5. The Parties agree that \$29,700 of the Gross Settlement Amount shall be allocated to
2 resolving claims under the PAGA. Sixty-five percent (65%) of the PAGA Payment will be paid to the
3 LWDA and thirty-five percent (35%) will be paid to PAGA Employees. *See* Exhibit A, ¶ 5.5. Given
4 the risk to proving the claims on the merits, the derivative nature of the penalties, the efforts by
5 Defendant to maintain compliant policies and take corrective action, the presence of what may likely be
6 deemed good faith disputes, and the Court’s discretion to reduce any penalty award, the \$29,700 PAGA
7 Payment allocation represents a meaningful settlement aimed at deterring non-compliance given the
8 facts of this case. *See* Decl. Rodriguez, ¶¶ 10-11; *see also Nordstrom Com. Cases*, 186 Cal.App.4th
9 576, 589 (2010) (approving \$0 allocation to the resolution of PAGA claims based on their being
10 disputed and being part of a class settlement which was evaluated based on the terms of the agreement
11 overall); *Junkersfeld v. Med. Staffing Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting
12 cases with PAGA settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*,
13 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6% of total
14 estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016 WL 5462451, *7 (N.D.
15 Cal. 2016) (approving \$10,000 PAGA settlement allocation where total PAGA penalty exposure was
16 approximately \$5.2 million, or 0.2% of total estimated value); *Davis v. Cox Commc’ns California,*
17 *LLC*, 2017 WL 1496407, *1 (S.D. Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in
18 \$275,000 settlement); *Moore v. Fitness Int’l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving
19 \$2,500 PAGA allocation when attorneys’ fees award alone amounted to \$200,000); *Jack v. Hartford*
20 *Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000 PAGA allocation in
21 \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010 WL 2196104, *2 (S.D. Cal. 2010);
22 *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1, *9 (N.D. Cal. 2009) (approving \$1,500 PAGA
23 allocation in \$1,026,000 settlement); *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017)
24 (approving \$100,000 PAGA allocation in \$3,950,000 gross settlement amount allocated to California
25 class even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated potential
26 value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal. 2012) (approving
27 \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz Food Prod., Inc.*, 2012 WL
28 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation from \$2,500,000 settlement fund); *Chu v.*

1 *Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from
2 \$6,900,000 settlement fund).

3 6. The Parties agree that up to thirty-five percent (35%) of the Gross Settlement Amount
4 will be paid for Plaintiff's attorney's fees incurred in the litigation of this case. Defendant will not
5 oppose any application for attorney's fees so long as it is within this threshold. *See* Exhibit A, ¶ 5.2.
6 Additionally, the Parties agree that Plaintiff will also be entitled to the actual litigation costs as
7 approved by the Court in an amount not to exceed \$17,500. *See id.* The proposed notice to be sent to
8 Class Members will state this information. *See* Exhibit F.

9 7. Any amounts allocated under the Agreement for Settlement Administrator Costs, any
10 Enhancement Payment, and attorney's fees and costs that are not ultimately awarded by the Court will
11 remain part of the Net Settlement Amount and be paid out to Participating Class Members on a pro rata
12 basis as set forth in the Agreement. *See* Exhibit A, ¶¶ 5.1-5.5, 5.8. These amounts will be paid out
13 from the Gross Settlement Amount, not in addition to the Gross Settlement Amount. *See* Exhibit A, ¶¶
14 5.1-5.5.

15 8. Class Members who fail to timely opt-out of this settlement will waive all Released
16 Class Claims as set forth in the Agreement. PAGA Employees will waive all Released PAGA Claims
17 as set forth in the Agreement regardless of whether they opt out of being a Class Member. *See* Exhibit
18 A, ¶¶ 1.34, 1.38-1.40, 6.1-6.2, 7.5.1.

19 9. For any portion of the Net Settlement Amount or PAGA Payment allocated to
20 Participating Class Members and/or PAGA Employees that is not claimed by them by cashing their
21 respective settlement checks within 180 calendar days of issuance, that remaining amount shall escheat
22 to the State of California's Controller, to be held in the name of each expired check payee, pursuant to
23 applicable unclaimed property laws. *See* Exhibit A, ¶ 5.6. Because the Agreement provides for the
24 distribution of all funds such that there is no residue, the provisions of California Civil Procedure Code
25 section 384 are inapplicable. *See In re Microsoft I-V Cases*, 135 Cal.App.4th 706, 718, 720 (2006).

26 **c. Allocation of Settlement Funds**

27 Payment to Participating Class Members and PAGA Employees will not require the submission
28 of a claim form. A Net Settlement Amount will be determined by subtracting from the Gross

1 Settlement Amount any attorney's fees and costs, any Enhancement Payment, Settlement Administrator
2 Costs, and/or PAGA Payment that are approved and/or awarded by the Court. Each Class Member's
3 share will be determined by dividing their total Qualifying Pay Periods within the Class Period by the
4 total Qualifying Pay Periods by all Participating Class Members within the Class Period. That fraction
5 will then be multiplied by the Net Settlement Amount to arrive at the Class Member's individual share
6 of the Net Settlement Amount. *See* Exhibit A, ¶¶ 1.21, 1.37, 5.8. Twenty percent (20%) of the
7 payment to Participating Class Members will be characterized as W-2 wages and eighty percent (80%)
8 will be characterized as 1099 income for tax reporting purposes. *See id.* ¶¶ 5.9.1-5.9.2.

9 Each PAGA Employee's share of the PAGA Payment will be determined by dividing their total
10 Qualifying Pay Periods within the PAGA Claim Period by the total Qualifying Pay Periods by all
11 PAGA Employees within the PAGA Claim Period. That fraction will then be multiplied by the 35%
12 portion of the PAGA Payment to arrive at the PAGA Employee's individual share. *See* Exhibit A, ¶¶
13 1.22, 1.37, 5.8. The entire payment to PAGA Employees will be characterized as 1099 income for tax
14 reporting purposes. *See id.* at ¶ 5.9.3.

15 **V. THE PROPOSED PROCEDURES TO NOTIFY CLASS MEMBERS SATISFY DUE**
16 **PROCESS AS THEY PROVIDE THE BEST NOTICE PRACTICABLE UNDER THE**
17 **CIRCUMSTANCES**

18 It is not required that Class Members be given actual notice of a class settlement; instead, the
19 best practicable notice under the circumstances is all that is required. *See Silber v. Mabon*, 18 F.3d
20 1449, 1453 (9th Cir. 1994); *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121, 1129 (9th Cir. 2017);
21 *Walsh v. CorePower Yoga LLC*, 2017 WL 4390168, *5 (N.D. Cal. 2017); *Wright v. Linkus Enters.*, 259
22 F.R.D. 468, 474-75 (E.D. Cal. 2009). In *Silber v. Mabon*, 18 F.3d 1449 (9th Cir. 1994), the Court
23 rejected a class member's argument that he had not received due process because he did not receive
24 notice until after the opt out period, finding that, so long as the notice process utilized is the best
25 practicable under the circumstances, due process is satisfied even if there is no actual receipt of the
26 notice. *See Silber*, 18 F.3d at 1453-1454. A similar finding was made in *Briseno v. ConAgra Foods,*
27 *Inc.*, 844 F.3d 1121 (9th Cir. 2017). With regard to any potential for undeliverable notice mailings, the
28 Court in *Rannis v. Recchia*, 380 F.App'x 646 (9th Cir. 2010) found that class members who did not
receive actual notice due to their mailings being deemed undeliverable were still properly held to be

part of the class settlement because they received the best notice practicable under the circumstances. *See Rannis v. Recchia*, 380 F.App'x at 650-651. In *Noel v. Thrifty Payless, Inc.*, 7 Cal.5th 955, 980-984 (2019), the California Supreme Court noted that California has adopted a similar approach regarding providing notice to class members.

Under the proposed notice procedures, Class Members will have sixty (60) days from the date of mailing to review and respond to the Notice of Settlement, which will also be available online. *See* Exhibit A, ¶¶ 1.27, 7.2. The Notice of Settlement contains all information necessary for Class Members to assess the litigation, the Settlement, and whether they want to participate, object, or opt-out. *See id.* at ¶¶ 7.2, 7.5.1-7.5.3; Exhibit F. National change of address database searches, skip-traces, and surveying of current employees will be utilized as set out in the Agreement to provide the best practical means of ensuring Class Members receive the notice mailing. *See* Exhibit A, ¶¶ 7.3-7.4. Any individual whose initial mailing was deemed undeliverable will have additional time to respond. *See id.* at ¶ 7.4. Additional time to respond will also be provided to cure any deficiencies in opt-outs, objections, or disputes. *See id.* ¶ 7.5.4. This notice method is regularly utilized in wage and hour class actions and similar to the one approved in *Rannis*. Thus, the proposed procedures for notifying Class Members satisfy due process and should be approved in this case.

VI. THE AGREEMENT WARRANTS PRELIMINARY APPROVAL AS IT IS FAIR, REASONABLE, AND ADEQUATE AS TO ALL CLASS MEMBERS BASED ON THE FACTS OF THIS CASE

A class action may not be dismissed, compromised, or settled without Court approval and the decision to approve or reject a settlement is committed to the Court's sound discretion. *See* Cal. Rules of Court, Rule 3.769; Fed. R. Civ. Proc., Rule 23(e)¹; *Wershba v. Apple Computer, Inc.*, 91 Cal.App.4th 224, 234-35 (2001); *see also* Cal. Lab. Code § 2699(s)(2). However, "[d]ue regard should be given to what is otherwise a private consensual agreement between the parties. The inquiry 'must be limited to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned.'" *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794,

¹The California Supreme Court has authorized California's trial courts to rely on these federal resources to decide class certification issues. *See Green v. Obledo*, 29 Cal.3d 126, 145-46 (1981).

1 1801 (1996); *see also* *Cellphone Termination Fee Cases*, 180 Cal.App.4th 1110, 1118 (2009); *In re*
2 *Microsoft I-V Cases*, 135 Cal.App.4th at 723; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581. The law
3 favors settlement of lawsuits, particularly class actions and other complex cases where substantial
4 resources can be conserved by avoiding the time, expense, and rigors of formal litigation. *See*
5 *Cellphone Termination Fee Cases*, 180 Cal.App.4th at 1117-1118; *In re Microsoft I-V Cases*, 135
6 Cal.App.4th at 723, n.14; *Nordstrom Com. Cases*, 186 Cal.App.4th at 581; *see also* *Neary v. Regents of*
7 *Univ. of Cal.*, 3 Cal.4th 273, 277-81 (1992).

8 **a. The Terms of The Settlement Are Fair and Within the Range of Reasonableness**

9 The purpose of the Court’s preliminary evaluation of a proposed class action settlement is to
10 determine only whether it is within the range of possible approval such that notice to the class of its
11 terms and conditions and the scheduling of a formal fairness hearing is warranted. *See Wershba*, 91
12 Cal.App.4th at 234-35. If the Court finds a proposed settlement falls within “the range of
13 reasonableness,” it should grant preliminary approval of the class action settlement. *See, e.g., North*
14 *County Contr.’s Assn., Inc. v. Touchstone Ins. Svcs.*, 27 Cal.App.4th 1085, 1089-90 (1994); *Kullar v.*
15 *Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 133 (2008). Factors to consider in determining whether
16 the settlement is fair, reasonable, and adequate include the strength of the Plaintiff’s case, the risk,
17 expense, complexity and likely duration of further litigation, the risk of maintaining class action status
18 through trial, the amount offered in settlement, the extent of discovery completed and the stage of the
19 proceedings, the experience and views of counsel, the presence of a governmental participant, and the
20 reaction of the class members to the proposed settlement. *See Dunk v. Ford Motor Co.*, 48 Cal.App.4th
21 1794, 1801 (1996). However, this Court should begin its analysis with a presumption that the proposed
22 settlement is fair. “A presumption of fairness exists where: (1) the settlement is reached through arm’s
23 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to act
24 intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is
25 small.” *Id.* at 1802.

1 **i. The Agreement is a Result of Extensive, Non-Collusive Arm’s Length**
2 **Negotiations Between the Parties**

3 Settlement of this case was reached only after substantial litigation and extensive arm’s length
4 negotiations lasting nearly fourteen (14) months, which included a full day mediation and resolution
5 through a mediator’s proposal. *See* Decl. Rodriguez, ¶¶ 8-9. At all times, the negotiations were
6 adversarial, although still professional in nature. *See id.*

7 **ii. The Extent of Investigation and Discovery Completed Provided Ample**
8 **Information to Enter Into an Informed and Reasonable Settlement**

9 The Parties were in possession of all necessary information during the negotiations. The Parties
10 engaged in substantial informal discovery, which included all necessary components for evaluating the
11 class claims and creating an accurate damages model. *See id.* at ¶¶ 7-11. Plaintiff was in possession of
12 this information prior to calculating any damages in this case. *See id.* As a result, Plaintiff was able to
13 make a reasonable estimation of Defendant’s potential liability. *See id.* For these reasons, the
14 settlement now before the Court was reached at a stage where “the parties certainly have a clear view of
15 the strengths and weaknesses of their cases” sufficient to support the settlement. *See Kang v. Credit*
16 *Bureau Connection, Inc.*, 2023 WL 6811994, *5 (E.D. Cal. 2023); *Monterrubio v. Best Buy Stores,*
17 *L.P.*, 291 F.R.D. 443, 454 (E.D. Cal. 2013).

18 **iii. Plaintiff’s Counsel are Experienced in Similar Litigation**

19 Plaintiff’s counsel have considerable experience in complex litigation such as class and PAGA
20 actions. *See* Decl. Rodriguez, ¶¶ 13-19. Thus, Plaintiff’s counsel are qualified to evaluate the class
21 claims, the value of settlement versus moving forward with litigation, and viability of possible
22 affirmative defenses. Plaintiff’s counsel believe that the Agreement is fair, reasonable, and adequate in
23 light of the risks associated with the claims, the uncertainties of complex litigation, and the secured
24 benefit to Class Members. *See id.*

25 **iv. The Settlement is Fair, Reasonable, and Adequate Based on the Strength of**
26 **Plaintiff’s Case and the Risks and Costs of Further Litigation**

27 Plaintiff’s claims and the ability to obtain and maintain certification all the way through trial
28 were heavily disputed by Defendant. *See* Decl. Rodriguez, ¶¶ 6, 7-10. Based on the records and facts
of this case, Plaintiff has secured a gross recovery of approximately 10.4% of the maximum value of

1 the claims in this matter (\$2,853,545.45) and between 20.7% and 65.2% of the more realistic range of
2 recovery (\$455,613.93 to \$1,437,155.78). *See* Decl. Rodriguez, ¶¶ 10-11. The net recovery represents
3 approximately 4.4% of the maximum value of the claims in this matter and between 8.8% and 27.6% of
4 the more realistic range of recovery. The average net award is approximately \$1,700.68 which equates
5 to approximately \$21.45 per workweek. *See id.* at ¶ 11.

6 This settlement is a reasonable compromise of the class and PAGA claims, and is within the
7 percentile ranges of the total available damages that have been approved in other class settlements. *See*
8 *Wershba*, 91 Cal.App.4th at 246, 250; *Rebney v. Wells Fargo Bank*, 220 Cal.App.3d 1117, 1139
9 (1990); *Officers for Justice v. Civil Serv. Comm’n*, 688 F.2d 615, 628 (9th Cir. 1982); *see also In re*
10 *Omnivision Technologies, Inc.*, 559 F.Supp.2d 1036, 1042 (2007) (noting that certainty of recovery in
11 settlement of 6% of maximum potential recovery after reduction for attorney’s fees was higher than
12 median percentage for recoveries in shareholder class action settlements, averaging 2.2%-3% from
13 2000 through 2002); *Bravo v. Gale Triangle, Inc.*, 2017 WL 708766, *2, *10 (C.D. Cal. 2017)
14 (approving a settlement where the net recovery to class members was approximately 7.5% of the
15 projected maximum recovery amount [\$210,500/\$2,750,000]); *Avila v. Cold Spring Granite Co.*, 2018
16 WL 400315, *2, *6 (E.D. Cal. 2018) (approving a settlement with a gross recovery of 11% of the
17 projected maximum damages available [\$500,000/\$4,441,633.60]) and a net recovery of approximately
18 6.7% of the projected maximum recovery [\$297,332.98/\$4,441,633.60]); *Bellinghausen v. Tractor*
19 *Supply Co.*, 306 F.R.D. 245, 256 (N.D. Cal. 2015) (approving a settlement where the gross recovery
20 was approximately 8.5% of the projected maximum recovery [\$1,000,000/\$11,565,677]); *Schiller v.*
21 *David’s Bridal, Inc.*, 2012 WL 2117001, *13 (E.D. Cal. 2012) (“Class Members will receive an
22 average of approximately \$198.70, with the highest payment to a Class Member being \$695.78 . . .
23 Overall, the Court finds that the results achieved are good, which is highlighted by the fact that there
24 was no objection to the settlement amount or the attorneys’ fees requested”), *report and*
25 *recommendation adopted*, 2012 WL 13040405 (E.D. Cal. 2012); *Gardner v. GC Servs., LP*, 2012 WL
26 1119534, *7 (S.D. Cal. 2012) (“the results achieved in this case were very favorable. Class members
27 are provided with immediate monetary relief, with an average award of around several hundred dollars
28 and a minimum award of \$50”).

1 **v. The Proposed Settlement is a Reasonable Compromise of Claims**

2 In *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116 (2008), the Court required additional
3 information be presented in class action settlements “to ensure that the recovery represents a reasonable
4 compromise, given the magnitude and apparent merit of the claims being released, discounted by the
5 risks and expenses of attempting to establish and collect on those claims by pursuing the
6 litigation” *Id.* at 129. *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*, 186 Cal.App.4th 399
7 (2010), clarified that *Kullar* does not require an illusory prediction of the outer reaches of exposure
8 without taking into account the actual risks of litigation such as dispositive motions and trial. *Kullar*
9 also does not require an explicit statement of the maximum amount to be recovered if a plaintiff
10 prevailed on all the claims, provided there is a record that allows “an understanding of the amount that
11 is in controversy and the realistic range of outcomes of the litigation.” *Id.* at 409.

12 Plaintiff has thoroughly set forth the realistic range of outcomes in this litigation as well as the
13 data points relied upon in reaching these ranges. *See* Decl. Rodriguez ¶¶ 8, 10-11. The record
14 demonstrates that the compromises made by Plaintiff were reasonable and have resulted in a settlement
15 with recovery percentage well within the range of what has been found to be sufficient in several other
16 cases. *See, supra*, Section VI.a.iv; *see also* *Linney v. Cellular Alaska P’ship*, 151 F.3d 1234, 1242 (9th
17 Cir. 1998) (“The fact that a proposed settlement may only amount to a fraction of the potential recovery
18 does not, in and of itself, mean that the proposed settlement is grossly inadequate and should be
19 disapproved”); *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974) (“In fact there is no
20 reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a
21 thousandth part of a single percent of the potential recovery”).

22 **b. Provisional Certification of the Class is Appropriate**

23 Class certification is appropriate when (1) the class is ascertainable and (2) there is “a well-
24 defined community of interest in the questions of law and fact involved affecting the parties to be
25 represented.” *Dunk*, 48 Cal.App.4th at 1806. The “community of interest” element “embodies three
26 factors: (1) common questions of law or fact predominate; (2) class representatives with claims or
27 defenses typical of the class; and (3) class representatives who can adequately represent the class.” *Id.*
28 Here, the Parties agree that, for the purposes of settlement, these prerequisites are met. *See* Exhibit A.

1 **i. The Proposed Settlement Class is Ascertainable and Sufficiently Numerous**

2 The proposed settlement class is ascertainable because all putative Class Members can be
3 readily identified through employee personnel and payroll files. *See Noel*, 7 Cal.5th at 980; *Rose v.*
4 *City of Hayward*, 126 Cal.App.3d 926, 932 (1981); *Lee v. Dynamex, Inc.*, 166 Cal.App.4th 1325, 1334
5 (2008). The numerosity requirement is met because there are 74 individuals who fall within the
6 definition of Class Member, which makes joinder of all members impracticable. *See Gay v. Waiters' &*
7 *Dairy Lunchmen's Union*, 489 F.Supp. 282 (N.D. Cal. 1980), *aff'd* 694 F.2d 531 (9th Cir. 1982);
8 *Hebbard v. Calgrove*, 28 Cal.App.3d 1017, 1030 (1972) (noting no set minimum to meet the
9 numerosity prerequisite, but a class as few as twenty-eight (28) members is acceptable). Thus, these
10 requirements are satisfied.

11 **ii. The Commonality, Predominance, and Typicality Requirements are Met**

12 The commonality requirement is met when there are questions of law or fact regarding the class
13 as a whole. *See Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1019 (9th Cir. 1998). Commonality requires
14 only that some common legal or factual questions exist; Plaintiff need not show that all issues in the
15 litigation are identical. *See Richmond v. Dart Ind., Inc.*, 29 Cal.3d 462, 473 (1981); *City of San Jose v.*
16 *Superior Court*, 12 Cal.3d 447, 460 (1974). Common questions of law or fact must also predominate
17 over individual questions and class-wide treatment of a dispute must be superior to individual
18 litigation.² *See Richmond*, 29 Cal.3d at 469. Predominance requires a putative class be sufficiently
19 cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The typicality
20 requirement is met when claims of the named representative are typical of those of the class, though
21 “they need not be substantially identical.” *Id.* at 1020; *Classen v. Weller*, 145 Cal.App.3d 27, 46-47
22 (1983).

23 The common questions of law and fact in this case stem from Plaintiff’s contention that
24 Defendant violated California law by 1) failing to pay for all hours worked due to rounding and not
25 paying Plaintiff and class members for working off-the-clock pre-shift, post-shift, and during on-call
26 shifts, 2) failing to incorporate the value of the non-discretionary incentive-based compensation, or
27

28 ²When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only and that manageability of trial is therefore irrelevant. *See Amchem Products v. Windsor*, 521 U.S. 591 (1997).

multiple hourly rates into Plaintiff's and class members' regular rate of pay when calculating and paying premium wage payments, 3) failing to provide class members with all compliant meal and rest periods, 4) failing to provide Plaintiff and putative class members with all their earned sick pay because Defendant did not consider Plaintiff's and class members' off-the-clock hours and rounded hours when calculating the amount of accrued sick leave earned and also did not incorporate the value of the non-discretionary incentive-based compensation into Plaintiff's and class members' regular rate of pay when calculating sick leave pay. *See* Exhibit B. The waiting time penalties, unfair competition, and PAGA claims are derivative of these violations. *See id.* Plaintiff and the Class Members seek the same remedies under state law. Under these specific circumstances, the commonality and predominance requirements are satisfied. Regarding the typicality requirement, Plaintiff contends he suffered from the same unlawful policies, treatment, and circumstances as Class Members did, will request the same remedies, and will rely on the same methods of proof to establish liability and damages. *See id.* Thus, the typicality requirement is also satisfied for settlement purposes.

iii. The Adequacy Requirement is Met

The adequacy of representation requirement is met if the named representative and counsel have no interests adverse to those of the putative class members and are committed to vigorously prosecuting the case on behalf of the class. *See Hanlon*, 150 F.3d at 1020; *McGhee v. Bank of America*, 60 Cal.App.3d 442, 450-51 (1976). Those standards are met here. Under the proposed Agreement, Plaintiff and the putative Class Members will receive a pro rata share of the settlement based on the number of workweeks they worked for Defendant. *See* Exhibit A. Finally, any settlement class member who wishes to opt-out of the settlement may do so, and he or she may also dispute the number of workweeks stated in the Notice of Settlement (Exhibit F).

There is no conflict of interest between Plaintiff and Class Members. Plaintiff and Plaintiff's counsel have pursued the claims made in the operative Complaint vigorously on behalf of the class. Plaintiff's counsel, with Plaintiff's assistance, thoroughly investigated the claims made in this case by speaking with Plaintiff and reviewing substantial amounts of documents. Plaintiff's counsel thereafter engaged Defendant's counsel in settlement discussions over the course of approximately fourteen (14) months. Moreover, Plaintiff's counsel has experience defending and bringing wage and hour claims.

Because Plaintiff's counsel has vigorously pursued Plaintiff's and the Class Members' claims, the adequacy requirement is met. *See generally* Decl. Rodriguez.

VII. ATTORNEY'S FEES AND COSTS, ENHANCEMENT PAYMENT TO THE CLASS REPRESENTATIVE, AND SETTLEMENT ADMINISTRATOR COSTS TO BE REQUESTED IN CONNECTION WITH FINAL APPROVAL

Plaintiff is not requesting any determination with respect to attorney's fees and costs, Enhancement Payment, or Settlement Administrator Costs at this time. Rather, should the Court grant preliminary approval, Plaintiff will make the request for these amounts as set out in the Agreement as part of their final approval briefing. Specifically, Plaintiff will request the Court award attorney's fees in the amount of \$103,950 (35% of the Gross Settlement Amount), costs in an amount not to exceed \$17,500, Settlement Administrator Costs in an amount not to exceed \$10,000, and an Enhancement Payment for the Class Representative in the amount of \$10,000.

Plaintiff believes an award of attorney's fees under the common fund doctrine is appropriate as there is a sufficiently identifiable class of beneficiaries (*e.g.* the settlement class), the benefits received can be accurately traced to the settlement Plaintiff and Class Counsel were able to negotiate on behalf of Class Members, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the fund. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Graulity*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."). In this case, the Agreement allocates thirty-five percent (35%) of the Gross Settlement Amount (\$103,950) as the maximum potential fee award. *See* Exhibit A, ¶ 5.2. This is well within the range of fee awards percentages approved in common fund cases. *See, e.g., Martin v. AmeriPride Servs., Inc.*, 2011 WL 2313604, *8 (S.D. Cal. 2011) (collecting cases and noting fee awards may range between 30%-40% where the gross settlement amount is less than \$10 million); *Singer*, 2010 WL 2196104, *8 (collecting cases wherein the fee awards ranged from 33.33% to 40% of the gross settlement amount, including *Ingalls v. Hallmark Mktg. Corp.*, 08cv4342 VBF (Ex), Doc. No. 77, ¶ 6 (C.D. Cal. Oct. 16, 2009) [awarding 33.33% fee in a \$5.6 million wage and hour class action settlement], *Birch v. Office Depot, Inc.*, Case No. 06cv1690 DMS (WMC), Doc. No. 48, ¶ 13 (S.D. Cal. Sept. 28, 2007) [awarding

1 a 40% fee in a \$16 million wage and hour class action settlement], and *Rippee v. Boston Mkt. Corp.*,
2 Case No. 05cv1359 BTM (JMA), Doc. No. 70, at 7–8 (S.D. Cal. Oct. 10, 2006) [awarding a 40% fee in
3 a \$3.75 million wage and hour class action settlement]).

4 Similarly, the amounts allocated for any Enhancement Payment and Settlement Administrator
5 Costs are also within ranges that have been approved in similar cases. *See Cellphone Termination Fee*
6 *Cases*, 186 Cal.App.4th at 1393 (approving \$10,000 awards to each of the four (4) named plaintiffs);
7 *West v. Circle K Stores, Inc.*, 2006 WL 8458679, *2–3, *7–*8 (E.D. Cal. 2006) (awarding \$15,000 to
8 each of the named representatives who spent 100 hours and 80 hours, respectively, prosecuting the case
9 on behalf of class members)³; *Dent v. ITC Serv. Grp., Inc.*, 2013 WL 5437331, *4, *7, *9 (D. Nev.
10 2013) (awarding a \$15,000 representative enhancement out of a \$150,000 settlement for approximately
11 530 class members); *Patel v. Nike Retail Services, Inc.*, 2019 WL 2029061, *1, *4 (N.D. Cal. 2019)
12 (\$5,261 for settlement administrator’s fees was not excessive where PAGA group consisted of 40
13 employees). Any allocated amounts for attorney’s fees and costs, any Enhancement Payment, and/or
14 Settlement Administrator Costs that are not ultimately awarded by the Court will be distributed to Class
15 Members pro rata. *See* Exhibit A, ¶¶ 5.2-5.4, 5.8.

16 Plaintiff’s final approval briefing will include information and analysis regarding the
17 appropriateness of the fee percentage sought, a lodestar cross check of the requested fee, a detailed
18 declaration from Plaintiff regarding their time spent on the case as well as any risks and burdens
19 incurred as the Class Representative, an itemized costs spreadsheet, and a declaration from the
20 Settlement Administrator detailing the work performed and Settlement Administrator Costs incurred.
21 *See* Decl. Rodriguez ¶¶ 20-21. The Notice of Settlement will state the amounts to be requested to
22 provide Class Members the ability to comment thereon, providing evidence of whether the requested
23 amounts are reasonable. *See* Exhibit F at pg. 2, § II.A; *see also In re Heritage Bond Litig.*, 2005 WL
24
25

26 ³ In *West*, information necessary to assess enhancement payments relative to average payments received by class members
27 was stated in connection with preliminary approval proceedings. There were 1,752 class members in the vacation subclass
28 and 14,000 class members in the meal period subclass, totaling 15,752 class members in all. Thus, in a \$5,000,000 gross
settlement, the *West* Court approved the \$15,000 enhancements where the average gross award for class members was
\$317.42. *Compare West v. Circle K Stores, Inc.*, 2006 WL 1652598, *3 (E.D. Cal. 2006) with *West v. Circle K Stores, Inc.*,
2006 WL 8458679 at *2–3, *7–*8.

1 1594403, *21 (C.D. Cal. 2005) (“The absence of objections or disapproval by class members to Class
2 Counsel’s fee request further supports finding the fee request reasonable”).

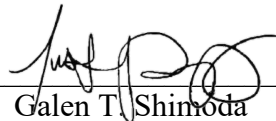
3 **VIII. CONCLUSION**

4 For all of the foregoing reasons, the Court should preliminarily and conditionally certify the
5 class for settlement purposes; grant preliminary and conditional approval of the proposed settlement;
6 approve the proposed notification procedures, including the Notice of Settlement and proposed
7 deadlines relating thereto; and schedule the final approval hearing. A copy of Plaintiff’s proposed
8 order is being filed concurrently herewith.

9
10 **Shimoda & Rodriguez Law, PC**

11 Dated: May 15, 2026

12 By: _____



Galen T. Shimoda

Justin P. Rodriguez

Renald Konini

Attorneys for Plaintiff

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733
5 Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 rkonini@shimodalaw.com

7 Attorneys for Plaintiff ERIC DOCTOLERO
individually and on behalf of similarly situated employees
8

9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF SACRAMENTO**

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

14 Plaintiff,

15 vs.

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

19 Defendants.
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Case No. 25CV016446

*Assigned for All Purposes to Hon. Lauri A. Damrell
Department 8B*

CLASS ACTION

**DECLARATION OF JUSTIN P. RODRIGUEZ
IN SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. A-16446-001

Date: May 22, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Lauri A. Damrell

Filed: July 9, 2025

FAC Filed: April 3, 2026

Trial Date: None Set

1 I, Justin P. Rodriguez, declare:

2 1. I am an attorney at law duly admitted to practice before all the courts of the State of
3 California and an attorney of record for Plaintiff Eric Doctolero ("Plaintiff") herein. I am making this
4 declaration on behalf of the named Plaintiff, the putative class members, and in support of Plaintiff's
5 Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"). Pursuant to Rule
6 2.99.05 of the Local Rules for the Superior Court of California, County of Sacramento, I have reviewed
7 the Court's class action and PAGA settlement checklist and believe I have prepared the moving papers
8 in compliance with the checklist as well as the California Rules of Court. A true and correct copy of
9 the Joint Stipulation Regarding Class Action and PAGA Settlement and Release ("Agreement") in this
10 matter is filed with this Motion as Exhibit A.

11 2. This case was brought as a wage and hour class action based on Plaintiff's contention
12 that Defendant Consolidated Maintenance Solutions, LLC ("Defendant"), violated California law by
13 failing to pay overtime wages, failing to pay minimum wages, committing meal and rest period
14 violations, failing to provide accurate wage statements, failing to pay all final wages, and engaging in
15 unfair competition. Plaintiff has also alleged liability for civil penalties under the Private Attorneys
16 General Act ("PAGA"). These claims were based allegations that Defendant violated California law by
17 1) failing to pay for all hours worked due to rounding and not paying Plaintiff and class members for
18 working off-the-clock pre-shift, post-shift, and during on-call shifts, 2) failing to incorporate the value
19 of the non-discretionary incentive-based compensation, or multiple hourly rates into Plaintiff's and
20 class members' regular rate of pay when calculating and paying premium wage payments, 3) failing to
21 provide class members with all compliant meal and rest periods, and 4) failing to provide Plaintiff and
22 putative class members with all their earned sick pay. The PAGA, waiting time penalty, wage
23 statement violation, and unfair competition claims also derive from these violations.

24 3. Plaintiff is the only named representative in this matter. We began investigating the
25 claims on February 11, 2025, which included interviewing Plaintiff, reviewing their documents, and
26 seeking out potential witnesses to corroborate the claims. From our investigations of Plaintiff's claims
27 and documents, we believed the claims had merit and could be maintained as a class action. We filed
28 this action on or about July 9, 2025.

1 4. Plaintiff exhausted administrative remedies through the Labor and Workforce
2 Development Agency (“LWDA”) prior to pursuing a PAGA claim. Plaintiff filed a notice with the
3 LWDA on July 9, 2025, setting forth the facts and theories of liability. A true and correct copy of the
4 notice filed with the LWDA is being filed with this Motion as Exhibit C. A copy of the notice was also
5 sent to Defendant via certified mail and the \$75.00 filing fee was remitted to the LWDA at that time.
6 There was no response by the LWDA regarding its intent to investigate the claims alleged in Plaintiff’s
7 notice for more than 65 days and Defendant did not utilize the cure procedures under the statute. As
8 such, Plaintiff became authorized to commence a civil action under the PAGA. On October 10, 2025,
9 Plaintiff filed separate action in Sacramento County Superior Court, Case No. 25CV025219, alleging a
10 single PAGA cause of action based on the facts and theories of liability outlined in the July 9, 2025,
11 notice letter (“PAGA Action”). However, as a condition of the Settlement, and to facilitate Court
12 review of the Settlement, the Parties agreed to consolidate the claims and allegations set forth in the
13 PAGA Action into this earlier filed case. As a result, Plaintiff filed a First Amended Complaint, the
14 Operative Complaint, in this case on April 3, 2026, which included the PAGA claim. A true and
15 correct copy of Plaintiff’s Operative Complaint is filed with this Motion as Exhibit B. A copy of the
16 Complaint was uploaded to the LWDA after we received a file stamped copy back from Court.

17 5. Currently, there is no date set for a motion to certify the class and there is no trial date.

18 6. Defendant is represented in this matter by Rutan & Tucker, LLP. From the beginning,
19 Defendant has contested the merits of this case, the suitability of the case for class action and/or
20 representative treatment, the manageability of the case at trial, and Plaintiff’s ability to prove a
21 violation in each pay period for each employee among other defenses and contentions they made
22 challenging the propriety of this action. Defendant further contended, even assuming there was a
23 finding supporting the imposition of PAGA penalties, that the Court would likely exercise its discretion
24 to substantially reduce any such penalties owed based on evidence of good faith attempts to comply
25 with California Labor Code obligations by Defendant. Notwithstanding the agreement to settle this
26 matter, Defendant believe the practices Plaintiff is contending are unlawful either do not exist or, to the
27 extent they do exist, fully comply with all state and federal employment laws with respect to Plaintiff
28

1 and Class Members. Also, Defendant has contended that this matter is not appropriate for class
2 certification outside of this proposed class settlement.

3 7. We have reviewed a substantial number of documents and informal discovery during our
4 investigation of the claims. Based on the expected testimony from Plaintiff and Class Members, a
5 review of Defendant's policies and procedures and other documents relating to the alleged claims,
6 information on the number of Class Members, Class Members' total workweeks within the Class Period,
7 pay periods within the one (1) year penalty statute of limitations, the number of Class Members who
8 separated employment within three (3) years of this case being filed, and a representative sample of
9 Class Members' time and payroll data, the scope of the potential damages in light of the claims alleged,
10 the uncertainty in the law with regard to certification, and the negotiations that have taken place, I am
11 convinced that the proposed settlement is in the best interest of the class. The length and risk of
12 continued litigation and trial, as well as other normal perils of complex litigation that impact the value of
13 the claims, were also considered and weighed in reaching the Agreement. In addition, I carefully
14 considered the prospects of class certification and maintaining class certification through trial
15 notwithstanding the numerous challenges raised by Defendant. I further considered the fact that
16 penalties under the PAGA could be substantially cut at the discretion of the Court even if Plaintiff was
17 successful on proving those claims and there was risk that a Court could find no willfulness in the failure
18 to pay wages at separation or the existence of a good faith dispute, which would eliminate the value of
19 several claims entirely. Overall, I believe it is more beneficial to secure a guaranteed benefit to the class
20 now rather than to proceed with litigation and potentially obtain zero funds for the class due to legal or
21 factual issues in the case.

22 8. My office, including my partner, Galen T. Shimoda, my associate, Renald Konini, our
23 paralegal, and myself, along with Plaintiff's assistance, thoroughly investigated the merits of the claims
24 and potential damages for such claims. The Parties engaged in informal discovery and exchange of
25 documents that included, but was not limited to, a representative sampling of employee data, including,
26 but not limited to, time records, paystubs, and payroll summaries for approximately 30% of the putative
27 class, relevant handbooks, bulletins, and memoranda containing Defendant's policies for the entirety of
28 the statute of limitations applicable to the alleged claims. Review of this data included comparing the

1 time records and payroll data with unique pay codes and Defendant's wage and hour policies pay period
2 by pay period, which evolved over the course of the Class Period. This data was further cross referenced
3 against Defendant's wage and hour policies to compare how, if at all, the actual practices evolved over
4 the course of the Class Period. From this production we were able to determine information critical to a
5 reliable damages analysis such as the average hourly rate, average daily hours worked, shifts eligible for
6 meal and rest periods and the number of potential shifts that may correspond to liability under our
7 theories of liability, average number of workweeks and pay periods that had potential violations based
8 on the asserted claims, the frequency with which violations occurred in a given week and/or pay period,
9 and the number of former employees. This information allowed my office to assess both liability and
10 damages and create an accurate damages model. Plaintiff assisted in all aspects of this litigation
11 including providing factual information relating to Plaintiff's and Class Members' employment
12 conditions, providing a substantial number of documents, and answering questions regarding
13 Defendant's factual contentions in this matter. This was important because it directly related to our
14 ability to maintain this case as a class action and our ability to obtain a favorable settlement for the class.

15 9. Throughout this litigation our office had numerous communications with Defendant's
16 Counsel discussing our respective positions. The Parties engaged in mediation on January 28, 2026,
17 using an experienced mediator, Lisa Klerman, and were able to resolve the matter through a mediator's
18 proposal. Thereafter the essential terms of the settlement were memorialized in a Memorandum of
19 Understanding. The Parties negotiated and documented the remaining details of the Settlement in a long
20 form agreement, that became fully executed on April 30, 2026. It was only after approximately fourteen
21 (14) months of investigations, litigation, and extensive, arm's length negotiations that the Parties were
22 able to finalize the Settlement. The negotiations were, at all times, contentious, adversarial, and at arms-
23 length, though still professional in nature.

24 10. Based on my office's analysis of the informal discovery produced for mediation as
25 outlined above, there were approximately 74 Class Members who worked 5,867 weeks, 50 PAGA
26 Employees who worked 2,933.50 pay periods, an average base hourly rate of approximately \$31.79,
27 and an average overtime rate of approximately \$47.69. We did not find any prior Labor Commissioner
28 or Court decisions stating Defendant's practices and/or policies were improper. As such, a "subsequent

violation” may not be found for penalty calculation purposes, and the penalty exposure analysis herein is based on an “initial violation” valuation being adopted by any fact finder if this matter went to trial. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1207-1209 (2008). The following represents the maximum recovery as well as the more realistic range of recovery for each of Plaintiff’s claims:

- a) Minimum Wages: This claim is based on allegations that Defendant failed to pay Plaintiff and Class Members at least the minimum wage for all hours worked due to Defendant requiring employees to work off-the-clock to keep their vehicles clean and organize the parts inside the vehicles, rounding employees hours worked down such that not all actual work time was paid, and failing to pay for time spent on-call. Approximately three (3) times per week, employees engaged in cleaning their work vehicles and organizing parts for approximately 0.25 hours off-the-clock either after clocking out at the end of their shifts or before clocking in at the beginning of the shift, which totaled 4,400.25 unpaid hours for the class as a whole. On average, Class members spent approximately 0.26 hours off-the-clock per person due to rounding over the course of their employment, which totaled approximately 19.24 unpaid hours for the class as a whole. With respect to on-call hours, Plaintiff contended that Defendant required employees to maintain constant availability and readiness to respond immediately to calls over a large geographic area while working on call shifts. While time spent traveling and working on site was compensated, time spent on dispatch calls (approximately 5-8 minutes per call on average) were not compensated nor was the time spent being ready and available for work during the on-call period. On average, this equated to approximately 2.71 hours of the total 8-hour on-call shift being uncompensated. On call shifts affected approximately 14.2% of total weeks worked, which equated to approximately 2,256.74 unpaid hours for the class as a whole. Based on the applicable weighted average minimum wage (\$16.65) during the Class Period, the maximum damages for this claim are approximately \$111,175.86. Because we also assumed that all off-the-clock time qualified for overtime, only liquidated damages is being claimed to avoid double recovery of substantive wage loss. This amount does not

1 take into account any potential risks with respect to Plaintiff certifying the claim,
2 proving the merits, or proving damages. Defendant heavily disputed these theories of
3 liability. First, Defendant contended that it did not require employees to clean and
4 organize their work vehicle outside of work hours and such tasks were regularly
5 performed by employees while actually clocked in. Second, Defendant contended that
6 to the extent there was any rounding it regularly resulted in Class Members being
7 overpaid, not underpaid. Third, Defendant contended that employees were able to
8 utilize time spent on call waiting to be dispatched for their own personal activities,
9 regularly did so, and any supposed limitation were trivial such that time not actively
10 working was not compensable. Fourth, Defendant argued it maintained, and strictly
11 enforced, policies against working off-the-clock, accurately recording hours worked, and
12 that overtime was regularly paid, undermining any contention that there was any
13 practice or policy promoting off-the-clock work. This presented substantial challenges
14 to both certification and the merits of the claim. The written policy prohibiting off-the-
15 clock work would require Plaintiff to demonstrate, on a class wide basis, that Defendant
16 effectively maintained “a policy to violate the policy” against off-the-clock work and
17 that Defendant knew or should have known the off-the-clock work was occurring
18 despite the policies and payment of overtime. *See Brinker Rest. Corp. v. Superior Ct.*,
19 53 Cal.4th 1004, 1051-1052 (2012). The strongest case for liability for this claim was
20 rounding, but the total amount of unpaid hours was only 19.24 for the class as a whole.
21 Finally, the presence of a good faith dispute would eliminate liability for liquidated
22 damages for unpaid minimum wages. *See Cal. Lab. Code § 1194.2(b); Ridgeway v.*
23 *Walmart Inc*, 946 F.3d 1066, 1089-1090 (9th Cir. 2020). Taking all these factors into
24 account, I believe there is a substantial risk that a good faith dispute would be found for
25 a majority of the theories of liability, which would likely limit recovery to \$0 to \$320.35
26 (based on the rounding theory of liability);

- 27 b) Unpaid Overtime Wages (Off-the-Clock): The off-the-clock theory of overtime liability
28 is based on the same factual allegations that formed the basis for the minimum wage

claims, which are stated above. The maximum damages for this claim are \$318,403.66 (4,400.25 hours cleaning/organizing vehicles + 19.24 hours due to rounding + 2,257.74 unpaid on-call hours) x average overtime wage rate of \$47.69). This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. Plaintiff has assumed that all unpaid hours qualified as overtime. Because this theory of liability is based on the same facts supporting the minimum wage claim, it is subject to the same risks identified above. Taking all these factors into account, I believe a more likely range of recovery for this claim is between \$111,441.28 to \$206,962.38 (reduction of 35%-65% based on risk);

c) Unpaid Overtime (Regular Rate of Pay): This theory of liability for unpaid overtime is based on allegations that Defendant failed to incorporate the value of all non-discretionary remuneration beyond an employee's base hourly wage, *e.g.* incentive based compensation such as on call pay, commissions, and/or bonuses, as well as failing to account for multiple hourly rates and on call stipends in the same week when calculating the regular rate of pay for premium purposes such as overtime. The maximum damages for this theory of liability are \$31,242. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. Based on informal discovery, approximately 16.4% of the approximately 2,933.5 total pay periods during the Class Period included overtime with additional incentive payments and/or multiple hourly rates earned over the same period where overtime was worked. Based on the total hours worked, total amount paid, total additional incentive, on call stipends, and/or multiple rate payments, and the difference between what amount of overtime should have been paid based on the regular rate of pay compared to what was paid in each affected pay period, the average amount of unpaid wages per occurrence was approximately \$64.94. The average amount of unpaid overtime wages attributable to each pay period (\$64.94) x the affected pay periods 481.09, equals \$31,242.24 in total unpaid wages resulting from regular rate of pay violations. Defendant heavily disputed this claim. For example, Defendant contended

1 that there was no need to separately calculate any overtime owed as a result of the
2 incentive payments because they were discretionary in nature. Defendant also
3 contended that even if they were not considered discretionary, the manner in which the
4 bonuses were calculated already accounted for overtime and other premium payments
5 because they were based on a percentage of all earnings, including overtime and other
6 similar premium wages. To the extent the Court agreed with either of these factual
7 contentions, the value of this claim would be entirely eliminated. *See* 29 C.F.R. §
8 778.208 (discretionary bonuses need not be included in the regular rate); 29 C.F.R. §
9 778.210 (where bonus calculated as a percentage of total income that already includes
10 overtime, no separate payment of overtime is required). Accounting for the risk
11 associated with the claim for amounts alleged to be owed due to incentive-based
12 compensation, I believe a more likely range of recovery for this claim is between
13 \$15,621.12 to \$21,869.57 (reduction of 30%-50% based on risk);

- 14 d) Meal Periods: This claim is based on allegations that Defendant did not provide Plaintiff
15 and similarly situated employees with compliant meal periods. Defendant scheduled
16 different appointments for employees to respond to service calls, maintenance, repairs,
17 and installations. Plaintiff and similarly situated employees would have to move from
18 one customer worksite to another and try to stay on schedule. Some jobs were more
19 complex than others and required more time and effort which led to longer visits and
20 less time to respond to the next customer. As a result, Plaintiff and similarly situated
21 employees would have to eat while working in order to adhere to the scheduled
22 appointments and/or have to take these working lunches after the fifth (5) hour of work.
23 Plaintiff also contended that Class Members were not provided with a second meal
24 period or third rest period when working more than ten (10) hours or more per day. The
25 maximum damages for this claim are \$863,900.88. This amount was calculated based
26 on approximately 95.7% of shifts being greater than 5 hours, and a unique violation¹ rate

27
28 ¹ Unique violations would include shifts that had either no meal period punch, a late meal period punch, a meal period lasting less than thirty (30) minutes, and/or a shift of more than ten (10) hours without a second meal period.

of 96.8% based on Defendant's time records. This equated to approximately 27,175.24 alleged violations. At the average hourly rate of \$31.79, the total damages were calculated as \$863,900.88. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. Defendant disputed this claim, contending that it did, in fact, require employees to clock in and out for meal periods, and that Plaintiff and similarly situated employees had discretion to take meal periods and could have taken meal periods as saw fit during the day since they visited different customers on their own. Also, Defendant's meal period policy was facially compliant, meaning Plaintiff was relying entirely on the rebuttable presumption of meal period violations based on the time records under *Donohue v. AMN Servs., LLC*, 11 Cal.5th 58, 78 (2021). Additionally, if Defendant's time keeping policies and records were found to rebut the presumption of meal period violations, this would substantially reduce the likelihood that Plaintiff would be able to certify the claim and prove meal period violations occurred. Taking these factors into account, I believe a more realistic range of recovery for this claim is between \$129,585.13 to \$302,365.31 (reduction of 65%-85% based on risk);

- e) Rest Breaks: This claim was based on similar allegations as the meal period claim. However, Plaintiff also alleged that the rest period policy was defective as it did not include any "major fraction thereof" authorizing language. Approximately 48.2% of shifts came within a duration affected by the "major fraction thereof" theory of liability, e.g. between 3.5 to 4 hours, 6 to 8 hours, and/or 10 to 12 hours in length. Based on 5 shifts per week, 5,867 total weeks during the Class Period, and an average \$31.79 hourly rate, this equates to a maximum exposure of approximately \$442,751.35. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. Because this claim is based on the same factual basis as the meal period claims, it is also subject to the same risks as detailed above. Additionally, Defendant disputed the contention that its rest period policy was facially deficient as it instructs employees that breaks are to be taken in the middle of the

four-hour periods. Because there is no requirement that an employer keep records of rest periods, so this claim does not benefit from any presumptive violation based on time records under the law like meal period claims do. This presented an even greater risk for Plaintiff's rest period claims than is present for the meal period claims especially if the Court found the rest period policy sufficient to avoid a facial violation based on the "major fraction thereof" theory of liability. Taking these factors into account, I believe a more realistic range of recovery for this claim would be between \$44,275.13 to \$132,825.40 (70% to 90% reduction based on risk);

f) Wage Statement Violations: This claim is derivative of Plaintiff's overtime, minimum wage, and meal and rest period claims. The maximum exposure for this claim is \$66,700, which is calculated based on an initial violation of \$50 per pay period per employee and assumes a violation in each of the 1,334 pay periods within the one (1) year penalty statute of limitations. This amount does not take into account any potential risks with respect to Plaintiff certifying the claim, proving the merits, or proving damages. Because this claim is derivative of Plaintiff's other claims, the same risks identified above for the minimum wage, overtime, and meal and rest period claims apply here as well, substantially affecting the potential value of this claim. Furthermore, under the recent California Supreme Court case, *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal.5th 1056 (2024), employers now have a good faith dispute defense against wage statement claims. Given the factual and legal disputes presented in this fact, I believe it is likely that a Court would find a good faith dispute exists for the majority of Plaintiff's theories of liability. Thus, I believe the more realistic range of liability for this claim would be between \$0 to \$10,950 (limiting liability to pay periods affected by multiple hourly rate and on call stipend regular rate of pay violations, which is approximately 219);

g) Waiting Time Penalties: This claim is derivative of the overtime, minimum wage, and meal and rest period claims. The maximum damages for this claim are \$393,210.51. The maximum damages were calculated based on the \$31.79 average hourly rate, 38

1 former employees within the three (3) year penalty statute of limitations, and an average
2 of 9.9 hours worked per shift. Plaintiff utilized the full 30 days to calculate the total
3 amount due for each formerly employed Class Member. This amount does not take into
4 account any potential risks with respect to Plaintiff certifying the claim, proving the
5 merits, or proving damages. Because it is derivative of Plaintiff's claims asserted above,
6 it carries all the same risks. Similar to claims for liquidated damages for minimum
7 wages and wage statement violations, waiting time penalties are subject to a good faith
8 dispute defense. *See Diaz v. Grill Concepts Servs., Inc.*, 23 Cal.App.5th 859, 868
9 (2018). For the same reasons as stated above, it is likely that a good faith dispute would
10 be found for a majority of Plaintiff's theories of liability. Thus, I believe the more
11 realistic range of liability for this claim would be between \$0 to \$160,823.10 (limiting
12 max realistic liability to former employees with regular rate of pay claims based on
13 multiple rates of pay and/or on call stipend);

14 h) Sick Leave: Valuation of this claim was based on the contention that Defendant failed to
15 properly calculate the regular rate of pay for sick leave wages. Based on the payroll
16 records, the value of this claim was nominal as 0.06% of pay periods were affected. The
17 average unpaid sick leave wages per occurrence was \$10.57, representing the difference
18 of what should have been paid under the regular rate of pay versus what was paid under
19 the basic hourly rate. The maximum unpaid wages for this claim is \$186.04. For
20 purposes of the *Kullar* analysis, Plaintiff is not applying any discounts based on risk to
21 this claim;

22 i) PAGA: This claim is derivative of the Labor Code violations identified above and would
23 be subject to all the same risks as the underlying claims it is based on. Again, we did
24 not find any prior Labor Commissioner or court decisions that stated Defendant's
25 practices and/or policies were improper, so the exposure analysis is based on an "initial
26 violation" valuation being adopted by any fact finder if this matter went to trial. *See*
27 *Amaral*, 163 Cal.App.4th at 1207-1209. Based on the payroll data, the maximum
28 exposure for this claim is \$858,362.32, which was calculated per violation as follows:

- *Minimum Wages*: \$133,400 (1,334 pay periods x default \$100 per pay period per Labor Code section 2699(f)(2)(A));
- *Overtime*: \$66,700 (1,334 pay periods x \$50 per pay period per Labor Code section 558);
- *Untimely Payment of Wages*: \$133,400 (1,334 pay periods x \$100 per pay period per Labor Code section 210);
- *Meal Periods*: \$66,700 (1,334 pay periods x \$50 per pay period per Labor Code section 558);
- *Rest Periods*: \$133,400 (1,334 pay periods x default \$100 per pay period per Labor Code section 2699(f)(2)(A));
- *Wage Statements*: \$133,400 (1,334 pay periods x default \$100 per pay period per Labor Code section 2699(f)(2)(A));
- *Waiting Time Penalties*: \$165,562.32 (16 former employees within the penalty statute of limitations. Calculated the same as waiting time penalties pursuant to Labor Code section 256 [$\$31.79$ average hourly rate x 9.9 hour day x 30 days = $\$10,347.65$. 16 former employees x $\$10,347.65$ = $\$165,562.32$);
- *Failure to Maintain Accurate Records*: \$25,000 ($\$500$ x 50 employees within the penalty statute of limitations per Labor Code section 1174.5); and
- *Failure to Provide Sick Leave*: \$800 (8 pay periods affected x default \$100 per pay period per Labor Code section 2699(f)(2)(A)).

These amounts do not take into account any of the risks in proving the merits of the underlying claims that the PAGA damages are based on. The identified risks would likely eliminate or substantially reduce several of the claims (*e.g.* minimum wages & waiting time penalties), and/or substantially reduce the number of pay periods at issue due to the inability to prove the claims in every pay period for every employee. In addition to the risks on the merits, I believe the Court may exercise its discretion to reduce PAGA penalties in this case because a majority of the civil penalties sought would be in addition to amounts owed for substantive violations, some of the violations

1 are due to technical non-compliance with the Labor Code, such as derivative wage
2 statement violations, several of the violations under different statutes arise from the
3 same, singular conduct (*e.g.* off-the-clock work and meal and rest period violations).
4 Defendant produced wage and hour policies and other documents related to attempts at
5 complying with the California Labor Code that a Court may find demonstrates a good
6 faith attempt at compliance, and there were several instances where the actual
7 substantive loss experienced by PAGA Employees was substantially less per pay period
8 than the potential maximum penalty that could be imposed. Courts are statutorily
9 authorized to use discretion to reduce penalties and the range of discretion used varies
10 substantially. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112,
11 1135 (2012) (30% reduction); *Fleming v. Covidien Inc.*, 2011 WL 7563047, *3–4 (C.D.
12 Cal. 2011) (82% reduction); *Magadia v. Wal-Mart Associates, Inc.*, 384 F.Supp.3d 1058,
13 1104 (N.D. Cal. 2019) (80% reduction); *Hamilton v. Juul Labs, Inc.*, 2021 WL 5331451,
14 *9-*10 (N.D. Cal. 2021). The 82% reduction equates to roughly \$9-\$18 worth of civil
15 penalties per pay period per employee depending on the total potential value of the civil
16 penalty (*i.e.* \$50-\$100), which is more in line with actual awards based on my
17 experience and review of awards in other cases. Thus, even if using the maximum
18 values and setting aside risks of proving the claims on the merits, the total exposure may
19 be cut to approximately \$154,505.22 (82% reduction) to \$600,853.62 (30% reduction) or
20 lower. It is important to note that this discretionary reduction is completely separate and
21 in addition to any risks on the merits. Given the substantial risks associated with the
22 claims, I believe the amount that might ultimately be awarded under this claim would be
23 significantly lower than the maximum civil penalties available. I believe allocating
24 \$29,700 to the PAGA claims in this case is appropriate, especially in light of amounts
25 that Courts have approved as reasonable valuations in other cases. *See Nordstrom Com.*
26 *Cases*, 186 Cal.App.4th 576, 589 (2010) (approving \$0 allocation to the resolution of
27 PAGA claims based on their being disputed and being part of a class settlement which
28 was evaluated based on the terms of the agreement overall); *Junkersfeld v. Med. Staffing*

1 *Sols., Inc.*, 2022 WL 2318173, *8 n.2 (E.D. Cal. 2022) (collecting cases with PAGA
2 settlement values ranging from .037%-1%); *Jennings v. Open Door Marketing, LLC*,
3 2018 WL 4773057, *9 (N.D. Cal. 2018) (approving settlement of PAGA claims at 0.6%
4 of total estimated value due to risk of no recovery); *Ruch v. AM Retail Grp., Inc.*, 2016
5 WL 5462451, *7 (N.D. Cal. 2016) (approving \$10,000 PAGA settlement allocation
6 where total PAGA penalty exposure was approximately \$5.2 million, or 0.2% of total
7 estimated value); *Davis v. Cox Commc'ns California, LLC*, 2017 WL 1496407, *1 (S.D.
8 Cal. 2017) (preliminarily approving \$4,000 PAGA allocation in \$275,000 settlement);
9 *Moore v. Fitness Int'l, LLC*, 2014 WL 12571448, *5 (S.D. Cal. 2014) (approving \$2,500
10 PAGA allocation when attorneys' fees award alone amounted to \$200,000); *Jack v.*
11 *Hartford Fire Ins. Co.*, 2011 WL 4899942, *6 (S.D. Cal. 2011) (approving \$3,000
12 PAGA allocation in \$1,200,000 settlement); *Singer v. Becton Dickinson & Co.*, 2010
13 WL 2196104, *2 (S.D. Cal. 2010); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *1,
14 *9 (N.D. Cal. 2009) (approving \$1,500 PAGA allocation in \$1,026,000 settlement);
15 *Syed v. M-I, L.L.C.*, 2017 WL 714367, *13 (E.D. Cal. 2017) (approving \$100,000
16 PAGA allocation in \$3,950,000 gross settlement amount allocated to California class
17 even though PAGA exposure was calculated at \$53,600,000, or 0.2% of total estimated
18 potential value); *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575, *6-*7 (E.D. Cal.
19 2012) (approving \$10,000 PAGA allocation in a \$3,700,000 settlement); *Franco v. Ruiz*
20 *Food Prod., Inc.*, 2012 WL 5941801, *14 (E.D. Cal. 2012) (\$10,000 PAGA allocation
21 from \$2,500,000 settlement fund); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
22 672645, *1 (N.D. Cal. 2011) (\$10,000 PAGA allocation from \$6,900,000 settlement
23 fund).

24 11. In summary, Plaintiff's gross recovery of \$297,000 under the Agreement equals
25 approximately 10.4% of the maximum value of the class and PAGA claims in this matter
26 (\$2,853,545.45) and between 20.7% and 65.2% of the more realistic range of recovery (\$455,613.93 to
27 \$1,437,155.78). After deducting the proposed allocations for attorneys' fees and costs, any
28 Enhancement Payment, Settlement Administrator Costs, and the PAGA Payment from the Gross

1 Settlement Amount, the net recovery under the Agreement, \$125,850, represents approximately 4.4%
2 of the maximum value of the claims in this matter. The net recovery also represents between 8.8% and
3 27.6% of the more realistic range of recovery. The average net award is approximately \$1,700.68
4 which is the equivalent of approximately \$21.45 per workweek. I believe the Agreement is fair,
5 reasonable, and adequate, representing a reasonable compromise of claims based on the legal and
6 factual disputes in this case. The ability to secure a guaranteed settlement now and ensure Class
7 Members receive some compensation, rather than proceed to further litigation and potentially recover
8 nothing, was a motivating factor in reaching this Agreement.

9 12. In agreeing to represent Plaintiff and take on the case for all Class Members, our office
10 agreed to take this case on a contingency basis, meaning that we would take a percentage of any
11 settlement or judgment should we recover a monetary amount. We took a risk that we would not
12 recover any money in this matter if we were unsuccessful at trial. We also took on the risk that the case
13 may be subject to an unfavorable summary judgment ruling. However, we believe it is important to
14 make sure employees are able to find affordable representation in order to ensure that employers are
15 complying with all their legal obligations towards employees and paying employees all their hard-
16 earned wages.

17 13. I am a shareholder at Shimoda & Rodriguez Law, PC. My law firm is a boutique law
18 practice that focuses primarily on employment litigation, emphasizing wage and hour litigation. I
19 attended and graduated college from U.C. Davis, receiving a Bachelor of Arts in Philosophy and the
20 Departmental Citation for Academic Achievement in the Philosophy program. I was one of only two
21 recipients of this award out of the entire Philosophy Department. After U.C. Davis, I attended the
22 University of the Pacific, McGeorge School of Law, graduating in 2011 and receiving a Juris
23 Doctorate. I graduated in the top 20% of my class and was a member of the Traynor Honor Society at
24 McGeorge. Other academic achievements of mine include receiving a Witkin Award (top grade) in my
25 legal research and writing course, a Witkin Award in complex civil litigation, being a member of the
26 Dean's List from 2008 to 2011, being a Legislative Staff Writer for the *McGeorge Law Review* from
27 2009–2010, being an Associate Comment Editor for the *Pacific McGeorge Global Business &*
28 *Development Law Journal* from 2010–2011, and being selected as a Sacramento County Bar

Association Diversity Fellow in 2009. I was also a member of the Employment and Labor Law Society and an officer for the Latino Law Students Association from 2009 to 2010.

14. I have been practicing law since 2011. From 2011 to 2016, I worked with the Shimoda Law Corp. as an Associate. I became a Shareholder/Partner in the firm in 2017. Shimoda Law Corp. became Shimoda & Rodriguez Law, PC, in 2022. Since 2017, I have received an AV Preeminent rating from Martindale-Hubbell for my legal ability and ethical standards. From 2018 to 2024, I have been recognized as a Super Lawyer (Rising Star). From 2025 to present, I have been recognized as a Super Lawyer. I have been a panel speaker and presented a number of seminars covering issues in wage and hour litigation in general and complex class and PAGA litigation in particular. These engagements include the following: (1) *Epic Systems*, PAGA, and the Future of Employment Arbitration in California (Sacramento County Bar Assoc., Sept. 2018); (2) Class Actions and PAGA Claims (Assoc. of Defense Counsel of Northern California & Nevada, Jul. 2020); (3) Mediation: The Experienced Trial Lawyers Perspective (Sacramento County Bar Assoc., Sept. 2020); (4) How to Become a Pivotal Part of Any Wage and Hour Practice Group (Sacramento County Bar Assoc., Mar. 2021); (5) Emerging Trends and Issues Relating to Arbitration and PAGA Claims in a Post-*Viking River Cruises* World (Sacramento County Bar Assoc., Nov. 2022). I was elected to the Sacramento County Bar Association Labor and Employment Law Section's executive committee in 2019 and was the Chair of the executive committee for 2022. I have also been a member of the Presiding Judge Civil Law Advisory Committee for Sacramento County Superior Court since August 2020. My practice focuses on complex civil litigation, including wage and hour class actions, PAGA claims, and Fair Labor Standards Act ("FLSA") claims. I am actively involved in most all of the complex litigation handled by our firm. Class and/or PAGA actions I have litigated or am currently litigating, including the instant case, includes, but is not limited to, the following:

- *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- *Adams-Angway v. Placer Title Company, et al.*, Case No. SCV0040845 (Placer Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);
- *Aslam v. American Custom Private Security, Inc.*, Case No. STK-CV-UOE-2018-0012080

- (San Joaquin Sup. Ct.);
- *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
 - *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
 - *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac. Sup. Ct.);
 - *Barkhausen v. Bank of Stockton*, Case No. STK-CV-UOE-2019-17145 (San Joaquin Sup. Ct.);
 - *Benak v. MDStat Urgent Care, Inc.*, Case No. 34-2015-00188181 (Sac. Sup. Ct.);
 - *Bigornia v. Quest Diagnostics Clinical Laboratories, Inc., et al.*, Case No. 34-2019-00271174 (Sac. Sup. Ct.);
 - *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup. Ct.);
 - *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
 - *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac. Sup. Ct.);
 - *Castorena v. Flowmaster, Inc.*, Case No. CV18-2191 (Yolo Sup. Ct.);
 - *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup. Ct.);
 - *Carr, et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
 - *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-00209613 (Sac. Sup. Ct.);
 - *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
 - *Cress, et al. v. Mitsubishi Chemical Carbon Fiber and Composites, Inc.*, Case No. 34-2017-00222101 (Sac. Sup. Ct.);
 - *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.);
 - *Ferreyra v. Point Digital Finance, Inc., et al.*, Case No. 20CV373776 (Santa Clara Sup. Ct.);
 - *Foye v. The Golden 1 Credit Union*, Case No. 34-2018-00235003 (Sac. Sup. Ct.);

- 1 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 2 • *Garcia v. Royal Plywood Company, LLC, et al.*, Case No. 34-2017-00221627 (Sac. Sup. Ct.);
- 3 • *Gomes v. Progressive Casualty Insurance Company*, Case No. 34-2018-00241979 (Sac. Sup.
- 4 Ct.);
- 5 • *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- 6 • *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- 7 • *Gonzalez v. Northcentral Pizza, LLC, et al.*, Case No. 34-2019-00252018 (Sac Sup. Ct.);
- 8 • *Gordon, et al. v. Hospice Source, LLC, et al.*, Case No. 34-2019-00250022 (Sac. Sup. Ct.);
- 9 • *Gotts v. John L. Sullivan Chevrolet, Inc.*, Case No. 34-2018-00231576 (Sac Sup. Ct.);
- 10 • *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- 11 • *Hellum v. AI Protective Services, LLC, et al.*, Case No. 34-2018-00234449 (Sac. Sup. Ct.);
- 12 • *Hercules v. Maximus Services, LLC, et al.*, Case No. 34-2019-00268385 (Sac Sup. Ct.);
- 13 • *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac. Sup. Ct.);
- 14 • *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- 15 • *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- 16 • *Insixiengmay v. Hyatt Corporation, et al.*, Case No. 2:18-cv-02993-TLN-DB (E.D. Cal.);
- 17 • *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- 18 • *McMahon v. Airco Mechanical, Inc.*, Case No. 34-2019-00259269 (Sac. Sup. Ct.);
- 19 • *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- 20 • *Nguyen v. Cardinal Health Pharmacy Services, LLC, et al.*, Case No. 2:19-cv-01939-KJM-
- 21 EFB (E.D. Cal.);
- 22 • *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- 23 • *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- 24 • *Roberts v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 25 • *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-
- 26 00082201 (Sac Sup. Ct.);
- 27 • *Salas, et al. v. Joint Ventures, LLC, et al.*, Case No. 34-2018-00227493 (Sac. Sup. Ct.);
- 28 • *Salmon v. Ovarions Fanfare, L.P., et al.*, Case No. 34-2018-00244749 (Sac. Sup. Ct.) ;

- *Scarano v. J.R. Putman, Inc.*, Case No. 34-2018-00244753 (Sac. Sup. Ct.) ;
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Sullivan v. National Response Corporation*, Case No. 34-2018-00244757 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac. Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

15. The preceding list does not include those cases where, for various reasons, the case was filed as a class action and/or PAGA action, but did not maintain that status through the end of the case.

16. My partner, Galen T. Shimoda, Esq., worked with me on this matter and was critical in assisting with all aspects of the litigation of this case. Mr. Shimoda and I are some of only a handful of plaintiff attorneys located in Sacramento who handle wage and hour class actions. Mr. Shimoda attended and graduated from the University of Utah in 2000 with a B.S. in Business Management and a B.A. in Asian Studies, with a minor in Japanese language. He then attended and graduated from the University of the Pacific, McGeorge School of Law and received his J.D. degree in 2003. He graduated from McGeorge in the top 5% of his class and was a member of the Order of the Coif and Traynor Honor Society. Since graduating from McGeorge, Mr. Shimoda has authored a number of employment law articles for journals and our firm regularly publishes articles on our firm's website. Mr. Shimoda has been a regular panel speaker for the CEB (Continuing Education of the Bar) Employment Review seminars from 2014 to the present. His speaking engagements include the following: 1) Lorman Military Leave Law Speaker; 2) Restaurant Association Speaker at Annual Seminar (Los Angeles); 3) Federal Bar Association, Sacramento Chapter: 2015 Amendments to the Federal Rules of Civil Procedure (Mar. 30, 2016); 4) CEB – Employment Law Practice: 2016 Year in Review (Jan. 20, 2017); 5) CEB – Employment Law Practice: 2015 Year in Review (Jan. 22, 2016); 6) CEB – Employment Law Practice: Year in Review (2014) (Jan. 9, 2015); 7) CEB - Employment Law Practice: Year in Review (2013) (Jan. 10, 2014); 8) Sacramento County Bar Association - Class Actions from the Trenches: Real World Experiences from the Plaintiff and Defense Bar (Feb. 21,

2012); 9) Sacramento Employer Advisory Council – Wage and Hour Workshop: Going Beyond the Exemption Discussion (Apr. 7, 2016); 10) Sacramento Employer Advisory Council - Wage & Hour Panel and AB 1825 Training: Updates on California’s New Wage Laws and Manager Compliance Training (Apr. 25, 2017); 11) Sacramento County Bar Association, Labor and Employment Section – PAGA Representative Litigation: Emerging Trends and Issues (May 17, 2016); 12) Sacramento Business Journal Panel – Overtime Rules (Jun. 23, 2016); 13) Association of Defense Counsel of Norther California & Nevada - Employment Law Update – Do the Math: Calculation Exposure and Damages in Wage and Hour Cases (Aug. 12, 2016); 14) California Employment Lawyers Association - PAGA Today and PAGA Tomorrow: Moderate-Advanced Issues In PAGA Litigation (Oct. 20, 2017); 15) California Employment Lawyers Association Advanced Wage and Hour Seminar – Better Know a Venue Roundup (May 17, 2019). Mr. Shimoda has been AV rated by Martindale Hubbell since 2013, was recognized as a Super Lawyer (Rising Star) from approximately 2009 to 2013 and was recognized as a Super Lawyer from 2014 to present.

17. Mr. Shimoda has practiced law in California since being admitted to the State Bar in 2003, litigating wage and hour class actions and individual wage and hour litigation among other cases. Mr. Shimoda began practicing class action law on the defense side at the firm of Orrick, Herrington & Sutcliffe LLP. He then switched to plaintiff class action work in 2005. His class action experience is in wage and hour law. Mr. Shimoda has litigated several class action cases in California State and Federal Courts, including up to certification, settlement, preliminary and final approval, and disbursement of monies, and has been found to satisfy the adequacy requirements for class counsel. Some of the class action and/or PAGA cases he is litigating and/or has litigated as lead or co-counsel include the following:

- *Aanerud v. Neumann Ltd., et al.*, Case No. 34-2014-00169324 (Sac. Sup. Ct.);
- *Acosta v. Acosta Sales, LLC, et al.*, Case No. 2:11-CV-01796 (C.D. Cal.);
- *Atchley v. Blaggs Food Service, LLC*, 34-2017-0215930 (Sac. Sup. Ct.);
- *Adewumi v. GHS Interactive Security, LLC*, Case No. 34-2017-00210768 (Sac. Sup. Ct.);
- *Arnall v. North American Merchandising Service Inc.*, Case No. 06AS01439 (Sac. Sup. Ct.);
- *Arrington v. Capital Express Lines, Inc., et al.*, Case No. 34-2012-00134195 (Sac. Sup. Ct.);

- 1 • *Aslam v. Cypress Security, LLC*, Case No. 34-2017-00220143 (Sac. Sup. Ct.);
- 2 • *Aslam v. Surveillance, Security, Inc.*, Case No. 34-2017-00220142 (Sac. Sup. Ct.);
- 3 • *Azzolino v. Brake Masters of Sacramento, LLC, et al.*, Case No. 34-2017-00218293 (Sac.
- 4 Sup. Ct.);
- 5 • *Benak v. MDStat Urgent Care, Inc.*, No. 34-2015-00188181 (Sac. Sup. Ct.);
- 6 • *Blig v. Medical Management International, Inc.*, Case No. 34-2017-00213906 (Sac. Sup.
- 7 Ct.);
- 8 • *Caguioa, et al. v. Fortune Senior Enterprises, et al.*, Case No. 34-2014-00171831 (Sac. Sup.
- 9 Ct.);
- 10 • *Camacho, et al. v. Z Street, Inc., d.b.a. Tower Café, et al.*, Case No. 34-2014-00163880 (Sac.
- 11 Sup. Ct.);
- 12 • *Carlos v. Abel Mendoza, Inc., et al.*, Case No. 34-2016-00195806 (Sac. Sup. Ct.);
- 13 • *Cannon v. Miller Event Management, Inc., et al.*, Case No. 34-2014-00168103 (Sac. Sup.
- 14 Ct.);
- 15 • *Carr et al. v. CableCom, LLC*, Case No. 34-2017-00212739 (Sac. Sup. Ct.);
- 16 • *Chace v. Daisy Holdings, LLC, dba Pine Creek Care Center, et al.*, Case No. 34-2017-
- 17 00209613 (Sac. Sup. Ct.);
- 18 • *Clamens-Hollenback v. Atterro, Inc.*, Case No. 17-CV-305535 (Santa Clara Sup. Ct.);
- 19 • *Colbert v. American Home Craft Inc.*, Case No. 05AS05012 (Sac. Sup. Ct.);
- 20 • *De Arcos v. Amware Pallet Services, LLC*, Case No. CV-17-629 (Yolo Sup. Ct.)
- 21 • *Diosdado v. Nor-Cal Venture Group, Inc., et al.*, Case No. STK-CV-UOE-2020-0008242
- 22 (San Joaquin Sup. Ct.);
- 23 • *Dugue v. Sierra Forever Families, et al.*, Case No. 34-2017-00210770 (Sac. Sup. Ct.);
- 24 • *Fadhl v. Siemens Healthcare Diagnostics, Inc., et al.*, Case No. 34-2017-00209518 (Sac.
- 25 Sup. Ct.);
- 26 • *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.);
- 27 • *Garcia v. A-L Financial Corp.*, Case No. 34-2014-00171831 (Sac. Sup. Ct.);
- 28 • *Gerard v. Les Schwab Tires Center of California, Inc.*, Case No. 34-2007-30000003 (Sac.

Sup. Ct.);

- *Gomez v. Mayflower Farms Incorporated, et al.*, Case No. CV24157 (Colusa Sup. Ct.);
- *Gilliam v. Matrix Energy Services, Inc.* Case No. RG 11592345 (Alameda Sup. Court);
- *Hartwell v. Techforce Telecom, Inc.*, Case No. 39-2014-00307197 (San Joaquin Sup. Ct.);
- *Hernandez et al. v. MP Nexlevel, LLC et al*, Case No. 3 :16-cv-03015-JCS (N.D. Cal.);
- *Hernandez v. Snyir, Inc.*, Case No. 34-2017-00207641 (Sac Sup. Ct.);
- *Heinz v. Wright Tree Services*, Case No. 34-2012-00131949 (Sac. Sup. Ct.);
- *Hoover v. Mom365*, Case No. 2:17-cv-01328-TLN-CKD (E.D. Cal.);
- *James v. Language World Services, Inc., et al.*, Case No. 34-2020-00279929 (Sac. Sup. Ct.);
- *Josol v. Dial Medical Corp.*, Case No. 34-2008-00010040 (Sac. Sup. Ct.);
- *Koretsky v. Furniture USA, Inc.*, Case No. 34-2014-00172142 (Sac. Sup. Ct.);
- *Muhieddine v. KBA Docusys, Inc.*, Case No. 34-2014-00164720 (Sac. Sup. Ct.);
- *Massey v. V3 Electric, Inc., et al.*, Case No. 34-2019-00263666 (Sac. Sup. Ct.);
- *Miller v. Caldwell Transportation Company, LLC, et al.*, Case No. 34-2018-00234954 (Sac. Sup. Ct.);
- *Miller v. Leaders in Community Alternatives*, Case No. FCSO47249 (Solano Sup. Ct.);
- *Pickens v. Elica Health Centers*, Case No. 34-2016-00200382 (Sac. Sup. Ct.);
- *Prasad v. D. G. Smith Enterprises, Inc.*, Case No. 34-2017-00215046 (Sac. Sup. Ct.);
- *Ralston v. JMJ Incorporated, Inc. et al.*, Case No. 34-2017-00217047 (Sac. Sup. Ct.);
- *Rickwalt v. Direct Reconditioning, LLC, et al.*, Case No. 34-2015-00175642 (Sac. Sup. Ct.);
- *Robinson v. West of Chicago Restaurants, Inc., dba Chicago Fire*, Case No. 34-2010-00082201 (Sac Sup. Ct.);
- *Rogers v. Les Scwhab Tires Center of California, Inc.*, Case No. 34-2009-00066320 (Sac. Sup. Ct.);
- *Schechter et al. v. Isys Solutions, Inc.*, Case No. RG10550517 (Alameda Sup. Ct.);
- *Smith v. Greyhound Lines, Inc.*, Case No. 34-2017-00219188 (Sac. Sup. Ct.);
- *Talent v. Leslie's Poolmart, Inc.*, Case No. 34-2012-00128539 (Sac. Sup. Ct.);
- *Thornton v. McConnell Jones Lanier & Murphy LLP*, Case No. No. 34-2017-00211553 (Sac.

Sup. Ct.);

- *Valencia v. Lowbrau Bier Garten, LLC, et al.*, Case No. 34-2019-00258038 (Sac Sup. Ct.);
- *Watson v. Quarter At A Time, LLC*, Case No. 34-2017-00217570 (Sac. Sup. Ct.);
- *Williams v. Civic Development Group*, Case No. 06AS00267 (Sac. Sup. Ct.); and
- *Willis v. Premier Pools, Incorporated*, Case No. 34-2017-00211710 (Sac. Sup. Ct.).

18. The preceding list of cases does not include those where, for a variety of reasons, the case was initially filed as a class and/or PAGA action, but did not maintain that status through the end of the case.

19. My associate, Renald Konini, Esq., also worked with me on this case. In May 2011, Mr. Konini graduated from Seton Hall University School of Law. Prior to moving to California, he practiced law in New Jersey. While working for my firm, Mr. Konini has worked on a variety of individual and class action cases, including those involving wage and hour claims, Private Attorney General Act claims, wrongful termination claims, discrimination claims, retaliation claims, and harassment claims. Mr. Konini passed the July 2016 California Bar Examination and started practicing as an associate at my firm from approximately April 2019 to February 2021 and rejoined my firm in September 2022. Mr. Konini has worked on the written and oral discovery, including defending a PAGA representative's deposition, drafting special interrogatories and request for production of documents, calculating class-wide damages, communicating with class representatives, drafting mediation briefs, negotiating, drafting correspondence to defendants' counsel regarding the damages calculated per plaintiffs' claims against defendant companies, and more. Mr. Konini worked on other class and/or PAGA wage and hour actions that my firm has filed, namely *Bertelli v. Air Products and Chemicals, Inc.*, Case No. 34-2018-00236898 (Sac. Sup. Ct.), *Carr v. Howroyd-Wright Employment Agency, Inc.*, Case No. 34-2018-00228290 (Sac. Sup. Ct.), *Gomez v. Vander Schaaf Dairy, et al.*, Case No. STK-CV-UOE-2020-0003954 (San Joaquin Sup. Ct.), *Haggins v. Kelly Services, Inc.*, Case No. 34-2017-00220473 (Sac. Sup. Ct.), *Hussaini v. Integrated Resources, Inc.*, et al, Case No. 34-2021-00297152 (Sac. Sup. Ct.), *Kee, et al. v. Dr. Jeffrey A. Saladin, Dental Corporation (D/B/A Children's Choice Pediatric Dental Care)*, et al., Case No. 34-2020-00290072 (Sac. Sup. Ct.), *Lear v. Raxium, Inc.*, Case No. 21CV004358 (Alameda Sup. Ct.), *Serrano v. Cool Time, LLC*, Case No. 34-2021-

00312356 (Sac. Sup. Ct.), *Grebe v. Mary Ann's Baking Co., Inc.*, Case No. 34-2020-00285254-CU-
OE-GDS (Sac. Sup. Ct.), *Fujimoto v. Nabe-Ya, Inc., et al.*, Case No. 20CV01255 (Butte Sup. Ct.),
Massey v. V3 Electric, Inc., et al., Case No. 34-2019-00263666 (Sac. Sup. Ct.), *Miller v. Caldwell*
Transportation Company, LLC, et al., Case No. 34-2018-00234954 (Sac. Sup. Ct.), *Pek, et al v. Varris*
Management, Inc., Case No. STK-CV-UOE-2020-3954 (San Joaquin Sup. Ct.), *Valencia v. Lowbrau*
Bier Garten, LLC, et al., Case No. 34-2019-00258038 (Sac Sup. Ct). Mr. Konini's practice largely
revolves around wage and hour matters, including PAGA claims.

20. In connection with any final approval hearing, I will be seeking attorneys' fees and
costs, an Enhancement Payment to the Class Representative, and Settlement Administrator Costs as set
forth in the Agreement. I will be requesting attorneys' fees and costs pursuant to the common fund
doctrine as I believe it to be applicable to the present case pursuant to *Serrano v. Priest*, 20 Cal.3d 25,
34-35 (1977), *Laffitte v. Robert Half Internat. Inc.*, 1 Cal.5th 480 (2016), and *Paul, Johnson, Alston &*
Hunt v. Graulity, 886 F.2d 268, 271 (9th Cir. 1989). The facts and case law supporting the requested
amounts will be set forth in the final approval motion, including information for the Court to perform a
lodestar cross check of the requested attorney's fees, quantify the amount of time spent by Plaintiff on
this case and any further risks and/or burdens incurred as a result of acting as Class Representative, an
updated declaration in support of actual litigation costs and itemized cost spreadsheet, and declaration
from the Settlement Administrator detailing the work performed and Settlement Administrator Costs
incurred. My firm's expected costs through final approval are not expected to exceed \$17,500.
Attached as Exhibit E is a true and correct copy of the costs incurred prior to the filing of this Motion
and the expected costs incurred through the final approval and fairness hearing. Any difference in the
awarded fees and costs, any Enhancement Payment, and Settlement Administrator Costs and the
amounts allocated for each under the Agreement will be added back to the Net Settlement Amount and
distributed pro rata to Class Members.

21. I have used several class action administrator companies in the wage and hour class
actions I have resolved in the past and believe Apex Class Action, LLC, will provide the best service to
administer the proposed class settlement. Apex Class Action, LLC, has provided a quote for the
estimated maximum cost of administering the class settlement of approximately \$5,990. A true and

1 correct copy of a cost estimate provided by Apex Class Action LLC. is filed with this Motion as Exhibit
2 D. This is only an estimate, and final pricing may vary depending on the issues, if any, that arise during
3 the administration of the settlement. However, the difference between the actual, lesser costs and
4 \$10,000, if any, will be paid to the Participating Class Members on a pro rata basis.

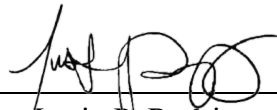
5 22. A copy of the Agreement and the entire Motion was submitted to the LWDA for review
6 at the same time the Motion was submitted to the Court pursuant to California Labor Code section
7 2699(s)(2). A true and correct copy of documents demonstrating the settlement documents were
8 provided to the LWDA and that the LWDA has confirmed receipt are being filed with this Motion as
9 Exhibit G.

10 23. A true and correct copy of the proposed Notice of Settlement is being filed with this
11 Motion as Exhibit F. The Notice of Settlement will direct Class Members to the Court's public access
12 web portal and provide instructions on how to search for the case to find electronic copies of all filed
13 documents in this case and other pertinent case information found on the Court's public access web
14 portal. I believe utilizing the public access web portal is a superior method for online/electronic notice
15 to Class Members for several reasons. First, the case information and relevant settlement documents
16 will remain available for much longer on the public access web portal than on an administrator's
17 website. Generally, case web pages created by administrators are taken down shortly after any
18 compliance hearing whereas the case information on the public access web portal will remain available
19 for several years after any compliance hearing. Second, there are no added costs to Class Members in
20 utilizing the public access web portal. To the extent a Class Member has the means to access an
21 administrator web page (*e.g.* phone/computer & internet service), they will also be able to access the
22 public access web portal. There is no charge on the public access web portal for searches utilizing case
23 numbers and the Notice of Settlement will provide instructions for searching by case number. Third,
24 utilizing the public access web portal will result in fewer costs associated with settlement
25 administration, resulting in more funds to distribute to Class Members. Fourth, utilizing the public
26 access web portal will give Class Members a greater ability to keep apprised of the case status heading
27 into any final approval hearing(s) and/or compliance hearing(s). Finally, it will also help in
28 effectuating notice of final judgment to Class Members. To the extent final approval is granted, we

1 will file a notice of entry of judgement. For the reasons already stated above, the ease of access and
2 longevity of records on the public access web portal will make it easier for Class Members to obtain
3 and review the notice of judgment well into the future.

4 24. The *cy pres* distribution for any uncashed checks will be to the State of California's
5 Controller to be held in the name of each expired check payee, pursuant to applicable unclaimed
6 property laws. Only those funds that remain from Participating Class Member's uncashed settlement
7 checks will be sent to the State of California's Controller.

8
9 I declare under penalty of perjury under the laws of the State of California that the foregoing is
10 true and correct. Executed on May 15, 2026, in Sacramento, California.

11
12
13 
Justin P. Rodriguez

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733
5 Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 rkonini@shimodalaw.com

7 Attorneys for Plaintiff ERIC DOCTOLERO
individually and on behalf of similarly situated employees
8
9

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF SACRAMENTO**

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

15 Plaintiff,

16 vs.

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

20 Defendants.
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Case No. 25CV016446

*Assigned for All Purposes to Hon. Lauri A. Damrell
Department 8B*

CLASS ACTION

**DECLARATION OF ERIC DOCTOLERO IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. A-16446-001

Date: May 22, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Lauri A. Damrell

Filed: July 9, 2025

FAC Filed: April 3, 2026

Trial Date: None Set

1 I, Eric Doctolero, declare:

2 1. I am a competent adult and I have personal knowledge of the facts set forth in this
3 declaration. I am making this declaration on behalf of myself, as a named plaintiff, and in support of
4 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.

5 2. I worked for Defendant Consolidated Maintenance Solutions, LLC ("Defendant") from
6 approximately February 2021 to January 10, 2025, as a non-exempt employee. I was subject to all of
7 Defendant's policies and practices that have been alleged as unlawful in the Complaint and the notice
8 sent to the Labor and Workforce Development Agency ("LWDA"), including the following: failure to
9 pay overtime, failure to pay minimum wages, failure to provide accurate wage statements, failure to
10 timely pay final wages, failure to provide meal and rest periods or pay premiums in lieu thereof, failure
11 to pay sick leave, untimely payment of wages, and violation of Labor Code section 558.

12 3. I have actively participated in the litigation of this case for the benefit of all Class
13 Members. Prior to obtaining an attorney, I contacted several law offices and researched potential
14 attorneys to bring the claims. I wanted to make sure the law firm chosen to bring the claims had
15 attorneys with experience and skill in bringing those types of claims. I also researched the typical issues
16 raised when litigating the potential claims. I wanted to make sure I could have an informed discussion
17 with an attorney about the claims and have a better idea of what to expect moving forward in litigation
18 and how to help the case proceed. After securing Shimoda & Rodriguez Law, PC, I continued to be
19 actively involved in the case to help ensure a positive outcome. I began working with Shimoda &
20 Rodriguez Law, PC, to investigate the claims on February 11, 2025, discussing the facts of the case,
21 showing and explaining the context behind the documents I had to support the claims, and discussing
22 potential witnesses to corroborate the information I was providing.

23 4. My attorneys explained to me the risks and benefits of bringing a class action and a claim
24 under the Private Attorneys General Act ("PAGA"). I understood that pursuing the case as a class and
25 PAGA action meant that it would take substantially longer than pursuing my claims individually,
26 whether in Court or with the California Labor Commissioner, and that I risked getting nothing in the
27 end, but I believed it was important to make sure that Defendant followed the law for everyone. I
28 undertook a professional and financial risk in pursuing the case as a class and PAGA action because my

1 name would be on a publicly available document showing that I had sued a former employer and, if
2 unsuccessful in bringing the claims, I would be obligated to pay Defendant's costs incurred over the
3 course of this complex litigation. My understanding is that this is a substantial risk because the costs
4 associated with litigation, in general, are very high and this cost is multiplied many times over in
5 complex litigation like class actions.

6 5. During the course of this litigation, I have given detailed accounts of all the facts related
7 to my employment. I provided my attorneys with extensive documentation that I believe supported the
8 claims brought against Defendant. I met with and assisted my attorneys in understanding these
9 documents and providing context for Defendant's payroll process as it applied to me and how I believed
10 it applied to Defendant's other employees within the class. I worked there for a long period of time, so I
11 was able to discuss the similarities of the wage and hour policies and practices among all Class
12 Members.

13 6. The work I performed for this case included an extensive review of documents and
14 payroll practices to show and explain to my attorneys what was happening and why I thought it was
15 unlawful. For example, I explained to my attorneys my job duties and responsibilities, the type of tasks
16 and work performed in a typical day and any circumstances that would cause relevant differences to my
17 daily work that affected the class claims. We reviewed payroll and personnel file documents to see
18 whether and how any of the documents corroborated the validity of the claims and listed potential
19 witnesses related to any issues raised by the documents. Additionally, I helped review and explain to
20 my attorney's different policies such as the overtime policies, meal and rest period policies, off-the-
21 clock work practices, and Defendant's practices relating to these policies. I believe this was very
22 important as it helped not only the claims for failure to pay minimum wages, failure to pay overtime,
23 and failure to provide meal and rest periods, but also claims related to waiting time penalties and failure
24 to provide accurate wage statements. I also provided my attorneys with Defendant's handbook and
25 policies, paystubs, and timecards that help give context to claims. This addressed all the claims alleged
26 and we continued to discuss and review these items throughout the case as more information was
27 provided by Defendant. The review became even more detailed when reviewing and discussing the
28 payroll data sample that was produced as part of informal discovery for mediation.

1 7. I participated in the negotiations and settlement discussions in this case, including
2 participating in mediation by phone, speaking with my attorneys to answer questions, provide any
3 additional information needed to assist the negotiations, and discussing the potential terms of the
4 Agreement to evaluate its adequacy. Throughout the course of this litigation I have asked questions
5 when I needed clarification about various aspects of this case to make sure steps were continually taken
6 to advance the interests of Class Members. I have reviewed the final Joint Stipulation of Class Action
7 and PAGA Settlement and Release, discussed the terms with my attorneys, and asked my attorneys any
8 questions I had. I believe the terms of the Settlement and allocations are fair and reasonable given the
9 facts of the case.

10 8. To date, I estimate that I have spent approximately 55-70 hours assisting my attorneys in
11 litigating this case. I expect that the amount of time I spend on this case will increase if preliminary
12 approval is granted because Class Members will likely reach out to me about the Settlement, the Notice
13 of Settlement, and the process for receiving payment.

14 9. I have not received any benefits as a result of filing this lawsuit. However, I believe I
15 have experienced several substantial burdens as a result of filing this lawsuit that other Class Members
16 were not subject to. As noted above, I took on the professional risk of lengthening my unemployment
17 after working for Defendant because future employers were able to see, from publicly available
18 documents, that I sued my former employer. Additionally, I undertook the risk of having to pay
19 Defendant's litigation costs if the Court or jury ruled against us on the claims. I have spent a substantial
20 amount of time in this case, securing a monetary benefit for many individuals who have not had to do
21 anything whatsoever to have the opportunity to receive it. After I eventually secured another job, the
22 time I have spent on this case has had to occur during my lunch and/or break times, after hours, and on
23 my days off. Rather than spend this time with friends and family, I have spent this time for the benefit
24 of Class Members. I have experienced significant stress and anxiety as a result of the litigation in this
25 case. Finally, as part of the Settlement, I am the only individual providing a general release of all my
26 individual claims and waiving the protections of California Civil Code section 1542 for unknown
27 claims. No other Class Member is subject to such a broad release. I believe awarding the full
28 Enhancement Payment is warranted given the time I have spent on the case, the benefit secured for Class

Members and the LWDA, my general waiver of all claims beyond the more limited release Class Members are subject to, and the risks and burdens I have experienced as a result of this litigation.

10. I understand that any Enhancement Payment I may receive is for my participation as a Class Representative and it is not contingent on my support or approval of the Agreement.

11. I have no interest in the State of California Controller's office or the Unclaimed Property Fund, whether financial, in their governance, or otherwise.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on 29/04/2026 in Sacramento, California.



Eric Doctolero (Apr 29, 2026 21:35:46 PDT)

Eric Doctolero

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733
5 Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 rkonini@shimodalaw.com

7 Attorneys for Plaintiff ERIC DOCTOLERO
individually and on behalf of similarly situated employees
8
9

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF SACRAMENTO**
12

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

15 Plaintiff,

16 vs.

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

20 Defendants.
21
22
23
24
25
26

Case No. 25CV016446

*Assigned for All Purposes to Hon. Lauri A. Damrell
Department 8B*

CLASS ACTION

**EXHIBIT LIST AND EXHIBITS IN SUPPORT
OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Reservation No. A-16446-001

Date: May 22, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Lauri A. Damrell

Filed: July 9, 2025

FAC Filed: April 3, 2026

Trial Date: None Set

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
A	Joint Stipulation Regarding Class Action and PAGA Settlement and Release
B	Plaintiff's Operative Complaint
C	Plaintiff's Letter to the LWDA Regarding PAGA Claims
D	Apex Class Action, LLC, Bid
E	Plaintiff's Itemized Costs
F	Proposed Notice of Settlement
G	Proof of Submission of Proposed Settlement Agreement to LWDA

Dated: May 15, 2026

Shimoda & Rodriguez Law, PC

By: 
 Galen T. Shimoda
 Justin P. Rodriguez
 Renald Konini
 Attorneys for Plaintiff

EXHIBIT A

Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd., Suite 120
Elk Grove, CA 95624
Telephone: (916) 525-0716
Facsimile: (916) 760-3733

Attorneys for Plaintiff ERIC DOCTOLERO individually
and on behalf of similarly situated employees

RUTAN & TUCKER, LLP
Peter Hering (State Bar No. 298427)
Nicholas Thomas (State Bar No. 329135)
18575 Jamboree Road, 9th Floor
Irvine, CA 92612
Telephone: 714-641-5100
Facsimile: 714-546-9035

Attorneys for CONSOLIDATED MAINTENANCE SOLUTIONS, LLC

**SUPERIOR COURT OF CALIFORNIA
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

**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

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

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

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

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

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

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

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

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

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

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

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

10.27 Confidentiality: Plaintiff and Plaintiff’s counsel agree that the terms of this Agreement (including, but not limited to, the Gross Settlement Amount), the negotiations leading to the execution of this Agreement, and the Agreement itself, shall not be discussed with or publicized or promoted to the media (including, without limitation, legal periodicals and publications such as “Jury Verdicts,” or disclosure of the Agreement on any website of Plaintiffs’ counsel), or the public at large, without the 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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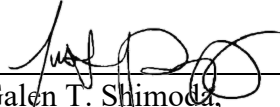
By: Grant Baecker

For Consolidated Maintenance Solutions, LLC

1
2 APPROVED AS TO FORM

3 Dated: 4/30/26

Shimoda & Rodriguez Law, PC

4
5
6 By: 

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

7
8 APPROVED AS TO FORM

9
10 Dated: April 30, 2026

RUTAN & TUCKER, LLP

11
12 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

EXHIBIT B

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733
5 Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 rkonini@shimodalaw.com

7 Attorneys for Plaintiff ERIC DOCTOLERO
individually and on behalf of all other similarly situated employees

ELECTRONICALLY FILED
Superior Court of California
County of Sacramento

04/03/2026

By: E. Leon Barrientos Deputy

8
9 **SUPERIOR COURT OF CALIFORNIA**
10 **FOR THE COUNTY OF SACRAMENTO**

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

13 Plaintiff,

14 vs.

15
16 CONSOLIDATED MAINTENANCE
SOLUTIONS, LLC, an Arizona Limited
17 Liability Company; and DOES 1 to 100,
18 inclusive,

19 Defendants.

Case No. 25CV016446

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Failure to Pay Minimum Wages
3. Meal Period Violations
4. Rest Period Violations
5. Wage Statement Violations
6. Waiting Time Penalties
7. Unfair Competition
8. Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiff ERIC DOCTOLERO (“Plaintiff”), on behalf of himself and all other similarly situated
2 employees, hereby files this First Amended Complaint against Defendants CONSOLIDATED
3 MAINTENANCE SOLUTIONS, LLC, an Arizona Limited Liability Company; and DOES 1 to 100,
4 inclusive (hereinafter all collectively referred to as “Defendants”). On information and belief, Plaintiff
5 alleges the following:

6 **INTRODUCTION**

7 1. This is a class action and Private Attorneys General Act (“PAGA”) lawsuit brought by
8 Plaintiff for 1) Failure to Pay Overtime Wages, 2) Failure to Pay Minimum Wages, 3) Meal Period
9 Violations, 4) Rest Period Violations, 5) Wage Statement Violations, 6) Waiting Time Penalties, and 7)
10 Unfair Competition.

11 **JURISDICTION AND VENUE**

12 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
13 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
14 Labor Code, California Business and Professions Code, and Wage Order No. 1.

15 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), 395.2, and 395.5, in that
16 Defendants are foreign entities and have not designated any county in California as being where they
17 maintain their principal offices. In addition, some of the wrongful acts and violations of law asserted
18 herein occurred within Sacramento County, and Defendants' obligation to pay wages arose in
19 Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
20 (1984).

21 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
22 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
23 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
24 Plaintiff gave written notice via online submission to the LWDA on approximately July 9, 2025.
25 Plaintiff provided facts and legal bases for his claims within the notice to the LWDA on all violations
26 asserted under the Private Attorneys General Act cause of action. Plaintiff also submitted the \$75.00
27 filing fee. The July 9, 2025, notice was also sent via certified mail to Defendants on the same day. To
28 date, the LWDA has not provided any response to Plaintiff's notice correspondence. Accordingly,

1 Plaintiff has exhausted all administrative remedies pursuant to the Private Attorneys General Act
2 (“PAGA”) and may bring this action on behalf of himself and all similarly situated employees, *i.e.*
3 Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc., v. Sup.*
4 *Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees include, but is not limited
5 to, the following: all non-exempt employees who have worked, or continue to work, for Defendants in
6 California at any time between July 9, 2024, to the present.

7 **PARTIES**

8 5. ERIC DOCTOLERO is an individual over the age of eighteen (18) and is a resident of
9 the state of Texas. At all times while worked for Defendants, Plaintiff was a resident of the state of
10 California. Plaintiff intends to move back to California and become a resident of California again in the
11 near future.

12 6. On information and belief, Plaintiff alleges CONSOLIDATED MAINTENANCE
13 SOLUTIONS, LLC is now and/or at all times mentioned in this Complaint was an Arizona Limited
14 Liability Company and the owner and operator of an industry, business and/or facility doing business in
15 the State of California, including, but not limited to, Sacramento County.

16 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
17 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
18 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
19 names and capacities of these DOE Defendants when they are ascertained.

20 8. At all times mentioned herein, each Defendant was the agent or employee of each of the
21 other Defendants and was acting within the course and scope of such agency or employment. The
22 Defendants are jointly and severally liable to Plaintiff.

23 9. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
24 were members of and/or engaged in a joint employment, joint venture, partnership and common
25 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
26 joint venture, partnership and common enterprise.

27 10. Defendants, and each of them, now and/or at all times mentioned in this Complaint
28 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

11. Defendants proximately caused Plaintiff to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

CLASS ALLEGATIONS

12. Plaintiff brings the First through Seventh Causes of Action on behalf of himself and all others similarly situated as a class action pursuant to California Code of Civil Procedure section 382. The class which Plaintiff seeks to represent is composed of, and defined, as follows:

All non-exempt employees who worked or continue to work for Defendants in California at any time from July 9, 2021, to the present.

13. This action has been brought and may be properly maintained as a class action, pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-defined community of interests in the litigation and the proposed class is easily ascertainable.

(a) Numerosity: The putative class is so numerous that the individual joinder of all members is impracticable under the circumstances of this case. While the exact number of class members is unknown to Plaintiff at this time, Plaintiff is informed and believes that Defendants have employed as many as fifty (50) individuals falling within the above stated class definition throughout the State of California during the applicable statute of limitations, who were subjected to the policies and practices outlined in this Complaint. As such, joinder of all members of the putative class is not practicable.

(b) Common Questions Predominate: Common questions of law and fact exist as to all members of the putative class and predominate over questions that affect only individual members of the class. These common questions of law and fact include, without limitation, the following:

- (1) Whether, as a result of Defendants' policies and practices, Plaintiff and putative class members were not paid all overtime wages owed;
- (2) Whether Defendants paid Plaintiff and putative class members for all hours worked;
- (3) Whether Defendants engaged in rounding;

- 1 (4) Whether Defendants failed to calculate the regular rate of pay when making
2 premium wage payments;
- 3 (5) Whether Defendants failed to pay meal and rest period premiums for meal and
4 rest period violations;
- 5 (6) Whether as a result of Defendants' policies and practices Plaintiff's and putative
6 class members received all wages, due and owing, at the time of their termination
7 or separation; and
- 8 (7) Whether Defendants provided Plaintiff's and putative class members with wage
9 statements that complied with Labor Code section 226.

10 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
11 class. The putative class also sustained damages arising out of Defendants' common
12 course of conduct in violation of the law as complained of herein. Plaintiff and all
13 members of the putative class were non-exempt employees who were not paid all
14 minimum wages owed, overtime wages owed, meal and rest period premiums, as a result
15 of Defendants' policies and practices resulting in inaccurate wage statements that did not
16 itemize the accurate minimum wages owed, overtime wages owed, meal and rest period
17 premiums, and sick leave wages. Additionally, Defendants issued Plaintiff and all
18 members of the putative class wage statements that did not comply with Labor Code
19 section 226. As a result, Plaintiff and each member of the putative class will have
20 suffered the same type of harm and seek the same type of recovery based on the same
21 legal theories.

22 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
23 putative class. For all relevant times, Plaintiff resided in California and worked for
24 Defendants in California. Moreover, Plaintiff is an adequate representative of the
25 putative class as Plaintiff has no interests that are adverse to those of putative class
26 members. Additionally, Plaintiff has retained counsel who has substantial experience in
27 complex civil litigation and wage and hour matters.
28

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

14. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

15. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 14 as though fully set forth herein.

16. Plaintiff was employed with Defendants from February 2021 to January 10, 2025, as a non-exempt employee. Defendants provided HVAC installation, maintenance, and repair services to their customers. Plaintiff worked as a non-exempt employee, travelling to customer sites in California, including those within Sacramento County, to perform installations and repairs of HVAC systems.

17. Plaintiff and similarly situated employees typically worked over eight (8) hours per day and over forty (40) hours per week. Defendants did not pay Plaintiff and similarly situated employees for all hours worked. For example, Plaintiff and similarly situated employees were required to keep their work vehicles clean, organized, and stocked. Approximately three (3) times per week, Plaintiff and similarly situated employees engaged in cleaning their work vehicles and organizing parts for approximately 10-20 minutes off-the-clock either after clocking out at the end of their shifts or before clocking in at the beginning of the shift. Additionally, Defendants engaged in rounding of Plaintiff's and

1 similarly situated employees hours worked to the nearest quarter hour despite being able to record hours
2 worked down to the minute. The rounding and off-the-clock work resulted in Plaintiff and similarly
3 situated employees not being paid minimum wages for all hours worked and the failure to pay Plaintiff
4 and similarly situated employees overtime for all hours worked in excess of eight (8) hours per day and
5 forty (40) hours per week.

6 18. Defendants paid Plaintiff and similarly situated employees non-discretionary incentive-
7 based compensation (*e.g.* on-call pay, commissions, and bonuses) in addition to their base hourly rate.
8 However, Defendants failed to incorporate the value of the non-discretionary incentive-based
9 compensation into Plaintiff's and similarly situated employees' regular rate of pay when calculating and
10 paying premium wage payments. For example, Defendants failed to incorporate the value of on-call pay
11 into the regular rate of pay for overtime for Plaintiff during the pay-periods of January 15, 2022 to
12 January 18, 2022, January 28, 2022 to February 11, 2022, February 26, 2022 to March 11, 2022, April 9,
13 2022 to April 22, 2022, April 23, 2022 to May 6, 2022, July 30, 2022 to August 12, 2022, and August
14 29, 2022 to September 11, 2022. Therefore, Defendants failed to pay Plaintiff and similarly situated
15 employees all premium wages owed.

16 19. Moreover, Defendants did not provide Plaintiff and similarly situated employees with
17 compliant meal and rest periods. Defendants did not maintain records of any clock-out and/or clock-in
18 time for meal periods. In fact, Defendants' time records indicate that no meal periods were taken.
19 Defendants scheduled different appointments for Plaintiff and similarly situated employees to respond to
20 for service calls, maintenance, repairs, and installations. As a result, Plaintiff and similarly situated
21 employees would have to move from one customer worksite to another and try to stay on schedule.
22 Some jobs were more complex than others and required more time and effort which led to longer visits
23 and less time to respond to the next customer. As a result, Plaintiff and similarly situated employees
24 would have to eat while working in order to adhere to the scheduled appointments. Plaintiff and
25 similarly situated employees would also have to take these working lunches after the fifth (5) hour of
26 work and/or for durations of less than (30) minutes in order to stay on schedule. This same schedule and
27 work demand resulted in Plaintiff and similarly situated employees not being able to take compliant rest
28 periods. Defendants did not provide Plaintiff and similarly situated employees with a second meal

1 period or third rest period if Plaintiff and similarly situated employees worked ten (10) hours or more
2 per day. Defendants maintained a defective rest period policy in that it did not authorize a rest period for
3 every four (4) hours worked *or major fraction thereof*. Defendants did not pay Plaintiff and similarly
4 situated employees all meal and rest period premiums they were entitled to.

5 20. Defendants failed to provide Plaintiff and similarly situated employees with all their
6 earned sick pay based on the hours worked because Defendants did not consider Plaintiff's and similarly
7 situated employees' off-the-clock and rounded hours when calculating the amount of accrued sick leave
8 earned. Additionally, Defendants utilized a flat sick leave accrual method wherein the amount of sick
9 leave accrued was a set amount that did not fluctuate with the number of hours worked. This resulted in
10 Plaintiff and similarly situated employees accruing less than one (1) hour of sick leave for every thirty
11 (30) hours worked. As a result of such policies, Defendants prevented Plaintiff and similarly situated
12 employees from taking all their earned sick days.

13 21. As a result of Defendants' failure to pay Plaintiff and similarly situated employees all
14 minimum wages, overtime wages, meal and rest period premiums owed, and sick leave wages, the wage
15 statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately
16 itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned, the number of
17 meal and rest period premiums owed, the accurate accrued sick leave pay, and the accurate gross and net
18 wages earned.

19 22. To date, Defendants have not paid Plaintiff and similarly situated employees all the
20 minimum wages, overtime wages, meal and rest period premiums, and sick leave wages owed.

21 **CAUSES OF ACTION**

22 **FIRST CAUSE OF ACTION**
23 **FAILURE TO PAY OVERTIME WAGES**
24 **(As to all Defendants)**

25 23. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 22 as though fully
26 set forth herein.

27 24. During the period Plaintiff was employed by Defendants, Defendants were required to
28 compensate Plaintiff at one and one-half (1½) times the regular rate of pay for hours worked in excess of
eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for

1 hours worked in excess of twelve (12) hours per day. *See, e.g.,* IWC Wage Order No. 1, section (3)(A);
2 Cal. Lab. Code §§ 510, 1194.

3 25. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
4 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
5 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
6 worked at their regular rate of pay.

7 26. Plaintiff and similarly situated employees were not exempt from overtime protections
8 employees under the California Wage Orders and Labor Code.

9 27. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
10 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
11 the extent pertinent as if set forth here in full.

12 **SECOND CAUSE OF ACTION**
13 **FAILURE TO PAY MINIMUM WAGES**
14 **(As to all Defendants)**

15 28. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 27 as though fully
16 set forth herein.

17 29. For the period preceding the filing of this Complaint, Defendants were required to
18 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
19 every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 1, section 4(A); Cal. Lab. Code §
20 1194.

21 30. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their
22 obligation to pay the minimum wage for each hour worked but failed to do so.

23 31. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
24 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
25 the extent pertinent as if set forth here in full.

26 **THIRD CAUSE OF ACTION**
27 **MEAL PERIOD VIOLATIONS**
28 **(As to all Defendants)**

32. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 31 as though fully
set forth herein.

40. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

41. California Labor Code section 226.7 and Wage Order No. 1, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

42. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof.

43. Defendants further failed to pay Plaintiff and similarly situated employees the applicable rest period premiums for all such missed rest periods.

44. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

45. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 44 as though fully set forth herein.

46. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. The deductions made from payment of wages shall be

1 *recorded in ink or other indelible form, properly dated, showing the*
2 *month, day, and year, and a copy of the statement and the record of the*
3 *deductions shall be kept on file by the employer for at least three years at*
4 *the place of employment or at a central location within the State of*
5 *California.*

6 47. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
7 itemized statement or failed to provide an accurate and complete itemized statement showing the
8 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
9 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime and
10 double time hours worked and corresponding rates of pay, and gross and net wages earned. The
11 paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours worked
12 due to Defendants' not paying for off-the-clock work and rounding of hours worked. Plaintiff and
13 similarly situated employees were not able to promptly and easily determine their total hours worked
14 from their paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion
15 over whether they received all wages owed and were prevented from effectively challenging information
16 on their wage statements.

17 48. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
18 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
19 the extent pertinent as if set forth here in full.

20 **SIXTH CAUSE OF ACTION**
21 **WAITING TIME PENALTIES**
22 **(As to all Defendants)**

23 49. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 48 as though fully
24 set forth herein.

25 50. An employer must pay an employee who is terminated all unpaid wages immediately
26 upon termination. *See* Cal. Lab. Code § 201.

27 51. An employer must pay an employee who resigns all unpaid wages within seventy-two
28 (72) hours of their resignation. *See* Cal. Lab. Code § 202.

52. Plaintiff and similarly situated employees did not receive all wages, including minimum
and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or
within the required time after their separation from employment.

1 53. An employer who willfully fails to pay an employee wages in accordance with California
2 Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30)
3 days. *See* Cal. Lab. Code § 203.

4 54. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees'
5 their final wages when their employment terminated. Indeed, Defendants knew that they were not
6 taking into account the value of the on-call pay and bonuses in calculating the regular rate of pay for
7 premium wages such as overtime pay, meal and rest period premiums, and sick leave wages, because
8 they were the ones paying the nondiscretionary amounts and had access to payroll data and paystubs.
9 Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation,
10 yet Defendants still refused to pay the remaining wages owed.

11 55. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees
12 have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by
13 thirty (30) days for Defendants' failure to pay all wages due.

14 **SEVENTH CAUSE OF ACTION**
15 **UNFAIR COMPETITION**
 (As to all Defendants)

16 56. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 55 as though fully
17 set forth herein.

18 57. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act
19 or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1
20 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See*
21 California Business and Professions ("B&P") Code § 17200.

22 58. Plaintiff and similarly situated employees were not paid all wages owed, including
23 minimum and overtime wages, and meal and rest period premiums, and paid sick leave during their
24 employment or any time thereafter. Moreover, through Defendants conduct Plaintiff and similarly
25 situated employees were denied statutory protections regarding meal and rest periods.

26 59. Plaintiff further alleges that such actions and/or conduct constitute a violation of the
27 California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to
28 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

60. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, 245 et seq, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

61. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 60 as though fully set forth herein.

62. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 1, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 1, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code §§ 226.7, 512 and Wage Order 1, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order 1, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

63. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

64. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

65. As a proximate result of Defendants' conduct, Plaintiff and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Wages in an amount to be proven at trial;

- b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;

6. As to the Fifth Cause of Action:

- a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);
- b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

7. As to the Sixth Cause of Action:

- a. For any initial violations, \$100 for each failure to pay each employee;
- b. For each subsequent violation or any willful or intentional violations \$200 for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld;

8. As to the Seventh Cause of Action:

- a. Unpaid wages as proven at trial;

9. As to the Eighth Cause of Action:

- a. For civil penalties as provided for in the Labor Code for each enumerated violation;
- b. For those Labor Code sections, the violation of which there is no civil penalty provided, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699; and
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court.

1 *Doctolero v. Consolidated Maintenance Solutions, LLC*
2 *Sacramento County Superior Court, Case Number 25CV016446*

3 **PROOF OF SERVICE — CCP §§ 1010.6, 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Deanna Morgensen, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On April 3, 2026, I served the following documents on the party below:

9 • **FIRST AMENDED COMPLAINT FOR DAMAGES**

10 Peter Hering (SBN 298427) 11 RUTAN & TUCKER, LLP 12 18575 Jamboree Road, 9 th Floor 13 Irvine, California 92612 14 Telephone: (714) 641-5100 15 Facsimile: (714) 546-9035 16 Email: phering@rutan.com mstearns@rutan.com nthomas@rutan.com	
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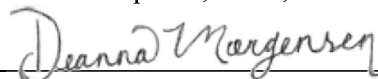
14 [] [By Mail] I am familiar with my employer's practice for the collection and
15 processing of correspondence for mailing with the United States Postal
16 Service and that each day's mail is deposited with the United States Postal
17 Service that same day in the ordinary course of business. On the date set
18 forth above, I served the aforementioned document(s) on the parties in
said action by placing a true copy thereof enclosed in a sealed envelope
with postage thereon fully prepaid, for collection and mailing on this date,
following ordinary business practices, at Salt Lake City, Utah, addressed
as set forth above.

19 [] [By Personal Service] By personally delivering a true copy thereof to the
office of the addressee above.

20 [XXX] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
21 above. No error was reported by the e-mail service that I used.

22 [] [By Overnight Courier] By causing a true copy and/or original thereof to
be personally delivered via the following overnight courier service: UPS.

23
24 I declare under penalty of perjury under the laws of the State of California that the foregoing
is true and correct, and that this declaration was executed on April 3, 2026, at Salt Lake City, Utah.

25 

26 Deanna Morgensen

EXHIBIT C



Shimoda & Rodriguez Law, PC
9401 East Stockton Blvd.
Suite #120
Elk Grove, CA 95624
Ph. (916) 525-0716
Fax (916) 760-3733
www.shimodalaw.com

July 9, 2025

For Online Filing:

Certified Mail Number: 9589 0710 5270 1150 3254 22

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Doctolero v. Consolidated Maintenance Solutions, LLC*

Dear Labor Commissioner,

As counsel for Eric Doctolero (“Plaintiff”), I am writing to provide you and the following “employer” notice pursuant to California Labor Code section 2699.3:

Consolidated Maintenance Solutions, LLC
1438, W. Broadway RD. STE.#211
Tempe, AZ 85282

We are setting forth the “facts and theories” to support each of the counts found within this complaint. Please notify us of your intent to investigate any or all of the claims alleged herein against Consolidated Maintenance Solutions, LLC (“Defendant”). Should you decide not to investigate, we request that you allow us to bring the following action on behalf of Plaintiff and all Aggrieved Employees, pursuant to Labor Code section 2699(a). Specifically, Aggrieved Employees shall include, but is not limited to the following: all non-exempt employees who have worked, or continue to work, for Defendant in California at any time from one (1) year prior to the filing of this notice to the present. Plaintiff experienced each of the alleged violations and, therefore, may bring claims on behalf of other Aggrieved Employees as identified herein.

A. FACTS

Plaintiff was employed with Defendants from February 2021 to January 10, 2024, as a non-exempt employee. Defendants provided HVAC installation, maintenance, and repair services to their customers. Plaintiff worked as a non-exempt employee, travelling to customer sites in California, including those within Sacramento County, to perform installations and repairs of HVAC systems.

Plaintiff and Aggrieved Employees typically worked over eight (8) hours per day and over forty (40) hours per week. Defendants did not pay Plaintiff and Aggrieved Employees for



all hours worked. For example, Plaintiff and Aggrieved Employees were required to keep their work vehicles clean, organized, and stocked. Approximately three (3) times per week, Plaintiff and Aggrieved Employees engaged in cleaning their work vehicles and organizing parts for approximately 10-20 minutes off-the-clock either after clocking out at the end of their shifts or before clocking in at the beginning of the shift. Additionally, Defendants engaged in rounding of Plaintiff's and Aggrieved Employees hours worked to the nearest quarter hour despite being able to record hours worked down to the minute. The rounding and off-the-clock work resulted in Plaintiff and Aggrieved Employees not being paid minimum wages for all hours worked and the failure to pay Plaintiff and Aggrieved Employees overtime for all hours worked in excess of eight (8) hours per day and forty (40) hours per week.

Defendants paid Plaintiff and Aggrieved Employees non-discretionary incentive-based compensation (e.g. on-call pay, commissions, and bonuses) in addition to their base hourly rate. However, Defendants failed to incorporate the value of the non-discretionary incentive-based compensation into Plaintiff's and Aggrieved Employees' regular rate of pay when calculating and paying premium wage payments. For example, Defendants failed to incorporate the value of on-call pay into the regular rate of pay for overtime for Plaintiff during the pay-periods of January 15, 2022 to January 18, 2022, January 28, 2022 to February 11, 2022, February 26, 2022 to March 11, 2022, April 9, 2022 to April 22, 2022, April 23, 2022 to May 6, 2022, July 30, 2022 to August 12, 2022, and August 29, 2022 to September 11, 2022. Therefore, Defendants failed to pay Plaintiff and Aggrieved Employees all premium wages owed.

Moreover, Defendants did not provide Plaintiff and Aggrieved Employees with compliant meal and rest periods. Defendants did not maintain records of any clock-out and/or clock-in time for meal periods. In fact, Defendants' time records indicate that no meal periods were taken. Defendants scheduled different appointments for Plaintiff and Aggrieved Employees to respond to for service calls, maintenance, repairs, and installations. As a result, Plaintiff and Aggrieved Employees would have to move from one customer worksite to another and try to stay on schedule. Some jobs were more complex than others and required more time and effort which led to longer visits and less time to respond to the next customer. As a result, Plaintiff and Aggrieved Employees would have to eat while working in order to adhere to the scheduled appointments. Plaintiff and Aggrieved Employees would also have to take these working lunches after the fifth (5) hour of work and/or for durations of less than (30) minutes in order to stay on schedule. This same schedule and work demand resulted in Plaintiff and Aggrieved Employees not being able to take compliant rest periods. Defendants did not provide Plaintiff and Aggrieved Employees with a second meal period or third rest period if Plaintiff and Aggrieved Employees worked ten (10) hours or more per day. Defendants maintained a defective rest period policy in that it did not authorize a rest period for every four (4) hours worked *or major fraction thereof*. Defendants did not pay Plaintiff and Aggrieved Employees all meal and rest period premiums they were entitled to.



Defendants failed to provide Plaintiff and Aggrieved Employees with all their earned sick pay based on the hours worked because Defendants did not consider Plaintiff's and Aggrieved Employees' off-the-clock and rounded hours when calculating the amount of accrued sick leave earned. Additionally, Defendants utilized a flat sick leave accrual method wherein the amount of sick leave accrued was a set amount that did not fluctuate with the number of hours worked. This resulted in Plaintiff and Aggrieved Employees accruing less than one (1) hour of sick leave for every thirty (30) hours worked. As a result of such policies, Defendants prevented Plaintiff and Aggrieved Employees from taking all their earned sick days.

As a result of Defendants' failure to pay Plaintiff and Aggrieved Employees all minimum wages, overtime wages, meal and rest period premiums owed, and sick leave wages, the wage statements Defendants issued were inaccurate. The paystubs that Defendants issued did not accurately itemize all hours worked, the accurate rates of pay, minimum and overtime wages earned, the number of meal and rest period premiums owed, the accurate accrued sick leave pay, and the accurate gross and net wages earned.

To date, Defendants have not paid Plaintiff and Aggrieved Employees all the minimum wages, overtime wages, meal and rest period premiums, and sick leave wages owed.

B. ALLEGATIONS AND CHARGES

Count 1 – Violation of Labor Code §§ 510, 1194; IWC Wage Order 1, § 3 (Failure to Pay Overtime Wages)

Labor Code sections 510 and 1194 require employers to pay employees 1 ½ times their regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek. Employers must also pay employees 1 ½ times their regular rate of pay for the first eight (8) hours worked on the seventh day of work in any one workweek. Finally, employers must pay employees 2 times their regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh day of work in any one workweek. As stated above, Plaintiff and Aggrieved Employees worked over eight (8) hours per day and forty (40) hours per week and were not paid all overtime wages owed. Plaintiff and all Aggrieved Employees are entitled to recover all unpaid overtime wages. Failure to pay such wages is against the law.

Count 2 – Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 1, § 4 (Failure to Pay Minimum Wages)

During the period Plaintiff and Aggrieved Employees were employed by Defendant they were entitled to be paid at least the State's minimum wage rate for each hour that they worked. *See, e.g.,* IWC Wage Order MW-2019; IWC Wage Order No. 1, § (4); Cal. Lab. Code §§ 1194, 1197.1. For the reasons stated above, Defendant did not pay Plaintiff and Aggrieved Employees



for all hours worked. Thus, Plaintiff and Aggrieved Employees were not paid at least the applicable state minimum wage for those hours worked. This is against the law.

Count 3 - Violation of Labor Code §§ 226.7, 512 and Wage Order No. 1, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 1, section 11(A) require employers to provide employees meal periods of thirty (30) minutes per five (5) hours worked, which is to be taken before the completion of the fifth hour. Labor Code section 512 and Wage Order No. 1, section 11(B) further provide that employers may not employ employees for a work period of more than ten (10) hours per day without providing the employee with a second meal period of thirty (30) minutes; however, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant meal periods pursuant to California law. Defendant also failed to pay all meal period premiums owed for their failure to provide meal periods. This was in violation of the law.

Count 4 – Violation of Labor Code § 226.7 and Wage Order No. 1, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

Labor Code section 226.7 and Wage Order No. 1, section 12(A) require employers to provide employees paid off-duty rest periods of ten (10) minutes per four (4) hours or major fraction thereof worked. For the reasons stated above, Plaintiff and Aggrieved Employees were not authorized and permitted to take legally compliant rest periods pursuant to California law. Defendant also failed to pay all rest period premiums owed for their failure to provide rest periods. This was in violation of the law.

Count 5 – Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)

Labor Code section 226 requires employers to furnish to employees with “an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, . . . (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” For



the reasons stated above, Defendant failed to comply with these requirements with respect to Plaintiff and Aggrieved Employees. This is in violation of the law.

Count 6 – Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)

Labor Code sections 201-203 require that all wages, including minimum wages, overtime wages, meal and rest period premiums, and sick leave wages, be paid to employees upon separation and/or termination of employment. Here, for the reasons stated above, Plaintiff and Aggrieved Employees did not receive all final wages due and owing to them at the time of termination or seventy-two (72) hours thereafter as required by Labor Code sections 201-203. This is in violation of the law.

Count 7 – Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)

Labor Code section 558 states that it is unlawful for any employer, or other person acting on behalf of an employer, to violate or cause to be violated any of sections 500 to 558.1 of the Labor Code or any order of the Industrial Welfare Commission. Similarly, Labor Code section 558.1 states that it is unlawful for any employer or other person acting on behalf of an employer to violate, or cause to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, as well as Sections 203, 226, 226.7, 1194, or 2802 of the Labor Code. As described above, Defendants, by and through Defendant agents, violated Plaintiff and Aggrieved Employees' rights under the Labor Code sections cited herein. Defendants' officers, directors, shareholders, and/or managing agents were responsible for the violations stated herein as they were in a position of authority with the power and responsibility to monitor, institute, and/or modify the unlawful practices, but chose to ratify them instead. This is against the law.

Count 8 – Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)

Labor Code section 226.3 provides that any employer who fails to maintain records required by Labor Code section 226(a) or provide records required by 226(a) shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation. Labor Code section 1174(d) provides that employers must keep and maintain accurate payroll records showing the hours worked daily by, and the wages paid to, employees. Defendant failed to maintain the accurate records required by law and, instead, maintained incomplete, inaccurate records regarding Plaintiff and Aggrieved Employees' wage records and hours worked. This was against the law.



Count 9 – Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

Labor Code sections 246, *et seq.*, mandate that employers must provide California employees, who work thirty (30) or more days within a year for the employer, paid sick leave of at least one (1) hour for every thirty (30) hours worked that begins to accrue at the commencement of employment. An employer may use a different accrual method, other than providing one hour per every 30 hours worked, provided that the accrual is on a regular basis so that an employee has no less than twenty-four (24) hours of accrued sick leave or paid time off by the 120th calendar day of employment or each calendar year, or in each 12-month period. An employer may limit the use of sick leave to either twenty-four (24) hours or the equivalent of three (3) days, whichever is greater, during a year period. However, employers using an accrual method rather than a lump sum method must allow employees to accrue up to forty-eight (48) hours or the equivalent of six (6) days at any given time. Employers must authorize employees to take paid sick leave under the conditions set forth in the Healthy Workplaces, Healthy Families Act of 2014 (“HWHFA”) for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. Any sick leave taken must be paid at the employee’s regular rate of pay. For the reasons state above, Defendant failed to provide Plaintiff and Aggrieved Employees with sick leave meeting the requirements set forth in HWHFA.

Count 10 – Violation of Labor Code §§ 204, 210 (Untimely Payment of Wages)

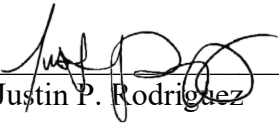
Labor Code section 204(a) provides that “all wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. As stated above, Defendant failed to comply with this provision by paying Plaintiff and Aggrieved Employees for wages earned between the 1st and 15th and between the 16th and last day of the month beyond the maximum time allowed under the statute. This was in violation of the law.

If you have any questions or require any further information regarding the facts and theories to support these claims, do not hesitate to contact our office.



Very truly yours,

Shimoda & Rodriguez Law, PC

By:  _____
Justin P. Rodriguez

JPR:rk

cc: Client via e-mail

1 *Doctolero v. Consolidated Maintenance Solutions, LLC*

2 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
3 **and California Rules of Court, Rule 1.21 and Rule 2.150**

4 I, Shaniya Baird, declare that:

5 I am a citizen of the United States and am over the age of eighteen years and not a party to
6 the within above-entitled action.

7 On July 9, 2025, I served the following documents on the party below:

8 • **PRIVATE ATTORNEYS GENERAL ACT LETTER**

9
10 Consolidated Maintenance Solutions, LLC
11 1438, W. Broadway RD. STE.#211
12 Tempe, AZ 85282

13 [XXX] [By Certified Mail] I am familiar with my employer's practice for the collection
14 and processing of correspondence for mailing with the United States Postal
15 Service and that each day's mail is deposited with the United States Postal
16 Service that same day in the ordinary course of business. On the date set forth
above, I served the aforementioned document(s) on the parties in said action by
placing a true copy thereof enclosed in a sealed envelope with postage thereon
fully prepaid, for collection and mailing on this date, following ordinary business
practices, at Salt Lake City, Utah, addressed as set forth above.

17 [] [By Personal Service] By personally delivering a true copy thereof to the office
18 of the addressee above.

19 [] [By Overnight Courier] By causing a true copy and/or original thereof to be
personally delivered via the following overnight courier service:_____.

20 I declare under penalty of perjury under the laws of the State of California that the foregoing
21 is true and correct, and that this declaration was executed on July 9, 2025, at Salt Lake City, Utah.

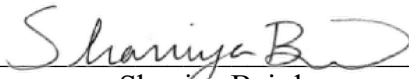
22 
23 Shaniya Baird
24
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27
28

EXHIBIT D

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I, Michael Sutherland, declare as follows:

1. I am the President of Apex Class Action LLC, a class action settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with class action administration for a combined 75 years and has successfully managed numerous class action cases during that time. Our team comprises experienced professionals with extensive knowledge of class action settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale class action cases. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of class action notices and administration of class action settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for class actions of various sizes. We uphold the highest level of confidentiality in all our operations, and any class data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in class action administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations,

1 regularly evaluating the effectiveness of its security measures. Access to class member
2 information is limited to employees, agents, or subcontractors who require it to perform their
3 duties, and Apex Class Action conducts background checks on all personnel with access to
4 sensitive personal information, to ensure they do not pose a threat to the security of client or class
5 member information. To guarantee the security of the settlement administration process, Apex
6 Class Action maintains \$1,000,000.00 in Professional Liability and \$5,000,000.00 in Cyber
7 Liability Insurance coverage, as required by legal standards and best practices in the legal
8 profession.

9 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
10 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the
11 settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii)
12 conducting preliminary and final calculations to determine the individual settlement amounts,
13 including attorneys' fees, costs, enhancement awards, and any other court-approved designees;
14 (iv) calculating and reporting state and federal taxes as applicable; (v) and disseminating approved
15 settlement funds and tax forms via First-Class USPS mail.

16 7. The administration fees for Apex Class Action's management of this settlement will
17 not exceed \$5,990.00, as specified in **Exhibit B**. This document presents a comprehensive plan
18 detailing the specific administration services that will be provided.

19
20 I declare under penalty of perjury under the laws of the state of California that the
21 foregoing is true and correct. Executed this 6h day of May 2026, in Irvine, California.

22
23 

24 _____
Michael Sutherland

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address

18 Technology Dr. Ste. 154
Irvine, CA 92618

Email

mike@apexclassaction.com
Info@apexclassaction.com

Phone

1.321.223.5067
1.800.355.0700

EXHIBIT B

APEX
CLASS ACTION ADMINISTRATION

Quotation Request:

Renald Konini
Shimoda Law

Case Name:

Date:
RFP Number:

Doctolero v. Consolidated Maintenance Solutions, LLC

Friday, May 1, 2026
204770004

Prepared By:

Michael Sutherland
Apex Class Action LLC
mike@apexclassaction.com
321.223.5067

Settlement Specifications	
Estimated Class Size:	82
Certified Language Translation:	Yes
Apex Settlement Website:	No
Percentage of Undeliverable Mail:	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	1	\$150.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$275.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	WAIVED
Print & Mail Class Notice	Per Piece	\$1.25	82	\$102.50
USPS First Class Postage	Per Piece	\$0.78	82	\$63.96
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	8	\$16.40
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$50.00	1	\$50.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
Sub Total:				\$1,649.08

Project Management				
Project Management	Per Hour	\$150.00	1	\$150.00
Project Coordinator	Per Hour	\$90.00	1	\$90.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$380.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$75.00	1	\$75.00
Settlement Status Reports	Static Rate	\$750.00	1	WAIVED
Sub Total:				\$75.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099) CA Only	Per Piece	\$1.25	82	\$102.50
USPS First Class Postage	Per Piece	\$0.78	82	\$63.96
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	4	\$6.00
Manage unclaimed funds to the State	Static Rate	\$500.00	1	\$500.00
Reminder Notice via Social Media Platforms and E-mail	Static Rate	\$195.00	1	\$0.00
Individual Income Tax Preparation & Reporting	Per Hour	\$150.00	6	\$900.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,000.00	1	\$1,000.00
Sub Total:				\$3,352.46

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	1	\$120.00
Sub Total:				\$355.00

TOTAL CAPPED ADMINISTRATION COST:	\$5,990.00
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Thank you for your business!



Terms & Conditions

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1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

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17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

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EXHIBIT E

Date	Description	Amount
7/9/2025	Certified Mail - PAGA Letter to Employer	\$9.92
7/9/2025	Payment to LWDA - PAGA Filing Fee	\$75.00
7/10/2025	Class Case - Payment to Court Re: Complaint Filing & Complex Fee	\$1,502.03
7/17/2025	Affordable Legal Service Fee - Service of Class Complaint	\$79.80
7/22/2025	One Legal Filing & Service Fee - Proof of Service	\$19.36
9/18/2025	Mediator Fee	\$12,500.00
10/22/2025	PAGA Case - Payment to Court Re: Complaint Filing & Complex Fee	\$1,502.03
3/27/2026	One Legal Filing & Service Fee - Stip & Order Re: FAC	\$42.07
3/27/2026	One Legal Filing & Service Fee - JCMCS Class Case	\$20.34
4/6/2026	One Legal Filing & Service Fee - FAC	\$20.34
5/4/2026	One Legal Filing & Service Fee - Stip & Order Re: Shortening Time	\$42.07
5/13/2026	One Legal Filing & Service Fee - JCMCS PAGA Case	\$20.34
ANTICIPATED	One Legal Filing & Service Fee - Motion for Preliminary Approval	\$125.00
ANTICIPATED	One Legal Filing & Service Fee - Motion for Final Approval	\$125.00
ANTICIPATED	One Legal Filing & Service Fee - Dismissal Without Prejudice PAGA Case	\$25.00
ANTICIPATED	One Legal Filing & Service Fee - Notice of Entry of Order	\$25.00
ANTICIPATED	One Legal Filing & Service Fee - Compliance Declarations	\$25.00

TOTAL: \$16,158.30

EXHIBIT F

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

ERIC DOCTORO, 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 Doctoro (“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

EXHIBIT G

1 Galen T. Shimoda (Cal. State Bar No. 226752)
Justin P. Rodriguez (Cal. State Bar No. 278275)
2 Renald Konini (Cal. State Bar No. 312080)
Shimoda & Rodriguez Law, PC
3 9401 East Stockton Boulevard, Suite 120
Elk Grove, CA 95624
4 Telephone: (916) 525-0716
Facsimile: (916) 760-3733
5 Email: attorney@shimodalaw.com
jrodriguez@shimodalaw.com
6 rkonini@shimodalaw.com

7 Attorneys for Plaintiff ERIC DOCTOLERO
individually and on behalf of similarly situated employees
8

9 **SUPERIOR COURT OF CALIFORNIA**

10 **FOR THE COUNTY OF SACRAMENTO**

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

14 Plaintiff,

15 vs.

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

19 Defendants.
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Case No. 25CV016446

*Assigned for All Purposes to Hon. Lauri A. Damrell
Department 8B*

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA
SETTLEMENT**

Reservation No. A-16446-001

Date: May 22, 2026

Time: 9:00 a.m.

Dept.: 8B

Judge: Hon. Lauri A. Damrell

Filed: July 9, 2025

FAC Filed: April 3, 2026

Trial Date: None Set

1 TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL OF RECORD:

2 The Motion for Preliminary Approval of Class Action and PAGA Settlement (“Motion”) in the
3 above referenced case came before this Court, on May 22, 2026, at 9:00 a.m., in Department 8B before
4 the Honorable Lauri A. Damrell, presiding. Plaintiff Eric Doctolero (“Plaintiff”) filed this putative
5 class action on July 9, 2025. The operative Complaint alleges that Defendant Consolidated
6 Maintenance Solutions, LLC (“Defendant”), violated California law by failing to pay overtime wages,
7 failing to pay minimum wages, committing meal and rest period violations, failing to provide accurate
8 wage statements, failing to pay all final wages, and engaging in unfair competition. Plaintiff has also
9 alleged Defendant is liable for civil penalties under the Private Attorneys General Act (“PAGA”)
10 based on these violations. Plaintiff sought attorney’s fees and costs as part of this Action. Defendant
11 denied all of Plaintiff’s claims and denied that this case was appropriate for class treatment. No class
12 has been certified.

13 The parties have agreed to settle the class and PAGA claims. Defendant will provide monetary
14 consideration in exchange for a release of claims consistent with the terms of the proposed settlement
15 as set forth in the Joint Stipulation Regarding Class Action and PAGA Settlement and Release
16 (“Agreement” or “Settlement”). Any capitalized terms herein shall have the same meaning as set forth
17 in the Agreement. The Court, having received and considered Plaintiff’s Motion for Preliminary
18 Approval of Class Action and PAGA Settlement, the declarations in support, the Agreement, the
19 proposed Notice of Settlement, and other evidence, HEREBY ORDERS AND MAKES
20 DETERMINATIONS AS FOLLOWS:

21 **I. PRELIMINARILY CERTIFYING A SETTLEMENT CLASS; APPOINTMENT OF**
22 **CLASS REPRESENTATIVE; APPOINTMENT OF CLASS COUNSEL**

23 The Court finds that certification of the following class for settlement purposes only is
24 appropriate under the California Code of Civil Procedure and related case law:

25 All non-exempt employees who worked for Defendant in California and
26 who received at least one wage statement from July 9, 2021, to April 29,
27 2026 (the “Class Members”).
28

1 The Court recognizes that the foregoing definition is for Class Member identification purposes
2 only and is not intended to capture the claims at issue or limit or alter the released claims under the
3 Agreement.

4 For settlement purposes, the Court finds that Class Members meet the ascertainability and
5 numerosity requirements since the parties can identify with a matter of certainty, based on payroll
6 records, individuals who fall within the definition of Class Member and the number of Class Members
7 would make joinder impractical. The commonality and predominance requirements are met for
8 settlement purposes since there are questions of law and fact common to Class Members. The common
9 questions of law or fact in this case all stem from Plaintiff's contentions that Defendant caused the
10 violations outlined above by (1) failing to pay for all hours worked due to rounding and not paying
11 Plaintiff and Class Members for working off-the-clock pre-shift, post-shift, and during on-call shifts,
12 (2) failing to incorporate the value of the nondiscretionary incentive-based compensation, or multiple
13 hourly rates into Plaintiff's and Class Members' regular rate of pay when calculating and paying
14 premium wage payments, (3) failing to provide Class Members with all compliant meal and rest periods,
15 and (4) failing to provide Plaintiff and Class Members with all earned sick pay. The PAGA, waiting
16 time penalty, wage statement violation, and unfair competition claims also derive from these violations.
17 Additionally, Class Members seek the same remedies under state law. The typicality requirement for
18 settlement purposes is also satisfied since the claims of Plaintiff are based on the same facts and legal
19 theories as those applicable to the Class Members.

20 The Court also finds that preliminarily and conditionally certifying the settlement class is
21 required to avoid each Class Member from litigating similar claims individually. This Settlement will
22 achieve economies of scale for Class Members with relatively small individual claims and conserve the
23 resources of the judicial system.

24 The Court finds that Plaintiff Eric Doctolero and Plaintiff's counsel, Galen T. Shimoda,
25 Justin P. Rodriguez, and Renald Konini of Shimoda & Rodriguez Law, PC, to be adequate
26 representatives of the settlement class. The Court appoints them as Class Representative and Class
27 Counsel, respectively.

II. PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT

The Court has reviewed the Agreement, which was submitted with Plaintiff's Motion as Exhibit A. The Court finds, on a preliminary and conditional basis, that the Settlement is fair, reasonable, and adequate and falls within a range of reasonableness for a settlement that could ultimately be given final approval by this Court. The Court finds the Settlement was agreed upon only after extensive investigation, litigation, and arms-length negotiations by counsel experienced in complex litigation, who took reasonable steps and measures to weigh the potential value of the disputed claims against the risks of continued litigation. The Court also acknowledges that Class Members may present any objections to the Settlement at a fairness hearing approved by this Court or opt-out of being bound by the preliminarily approved Agreement. The Court preliminarily approves the Agreement and all terms therein as if stated here in full, including the \$297,000 Gross Settlement Amount.

The Court approves of Apex Class Action LLC acting as the Settlement Administrator in this case and hereby appoints them to fulfill those duties as outlined in the Agreement.

The Court finds that an award of fees under the common fund doctrine may be appropriate in this case because there is a sufficiently identifiable class of beneficiaries (*i.e.* Class Members), the benefits that Plaintiff and Class Counsel were able to negotiate on behalf of Class Members can be accurately traced as set forth in the Agreement, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific, lump-sum percentage of the Gross Settlement Amount. *See Laffitte v. Robert Half Internat., Inc.*, 1 Cal.5th 480, 506 (2016); *Paul, Johnson, Alston & Hunt v. Gaulty*, 886 F.2d 268, 271 (9th Cir. 1989); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 477-478 (1980) ("A lawyer who recovers a common fund for the benefit of persons other than . . . her client is entitled to a reasonable attorney's fee from the fund as a whole."). The amounts allocated under the Agreement for attorney's fees and costs, an Enhancement Payment to the Class Representative, and Settlement Administrator Costs shall be included in the Notice of Settlement to enable Class Members to review and comment thereon. The Court will consider the reaction of Class Members when evaluating the reasonableness of the requested amounts at final approval. *See In re Heritage Bond Litig.*, 2005 WL 1594403, *21 (C.D. Cal. 2005) ("The absence of objections or disapproval by class members to Class Counsel's fee request further supports finding the fee request reasonable"). Plaintiff and Class Counsel are directed to provide

1 information in connection with the motion for final approval that will enable the Court to assess the
2 appropriateness of any requested fee percentage, to perform a lodestar cross check of the requested fee
3 percentage, and to quantify the amount of time spent by Plaintiff on this case and any further risks
4 and/or burdens incurred as a result of acting as Class Representative. Class Counsel is also directed to
5 provide an updated declaration and itemization regarding actual litigation costs incurred. The
6 Settlement Administrator shall also submit a declaration attesting to Settlement Administrator Costs
7 incurred. The Court will review these amounts and allocations in connection with the final approval
8 hearing. To the extent the Court ultimately awards less than the amounts allocated under the Agreement
9 for attorney's fees and costs, any Enhancement Payment, and/or Settlement Administrator Costs, the
10 difference between the amounts awarded and the amounts requested shall be added to the Net Settlement
11 Amount for distribution to Participating Class Members pro rata as set forth in the Agreement.

12 The Court approves of the Twenty-Nine Thousand Seven Hundred Dollar (\$29,700) PAGA
13 Payment, which shall be paid from the Gross Settlement Amount, not in addition to the Gross Settlement
14 Amount, to resolve the alleged PAGA claims. Sixty-five percent (65%) of the PAGA Payment will be
15 paid to the Labor and Workforce Development Agency ("LWDA") ("LWDA PAGA Payment") and
16 thirty-five percent (35%) will be paid to PAGA Employees on a pro rata basis as described in the
17 Agreement ("Individual PAGA Payment"). The Court also finds that the Agreement provides a
18 recovery that creates an effective, substantial deterrent to any potential future non-compliance,
19 furthering the purpose of the Labor Code and LWDA.

20 The Court approves of the identified distribution plan wherein any checks issued to Participating
21 Class Members and/or PAGA Employees that are not cashed by the deadline to do so shall escheat to the
22 State of California's Controller, to be held in the name of each expired check payee, pursuant to
23 applicable unclaimed property laws.

24 The releases and waivers for Class Members who do not opt out of being bound by the
25 Agreement (*i.e.* Participating Class Members), PAGA Employees, and the Class Representative are also
26 approved by the Court as set forth in the Agreement, as set forth below:

27 Release of Claims by Participating Class Members:
28

1 Upon the Effective Date, each Class Member who does not timely submit a valid opt-out request
2 (i.e. Participating Class Members) will be deemed to fully, finally and forever release the Released Class
3 Claims within the Class Period as to all Released Parties.

4 “Released Class Claims” means any and all claims that were alleged in the Actions and any
5 additional wage and hour claims that could have been brought based on the facts alleged in the Actions,
6 including claims for (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wages; (3) Failure
7 to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Provide Accurate Wage
8 Statements; (6) Failure to Pay Final Wages; (7) Failure to Maintain Accurate Records; (8) Failure to
9 Provide Paid Sick Leave; (9) Untimely Payment of Wages; and (10) unfair competition; California
10 Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 558.1,
11 1174, 1194, 1197.1; IWC Wage Order No. 1-2001; California Code of Regulations, Title 8, § 11010;
12 and Business & Professions Code section 17200.

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

16 Release of Claims by PAGA Employees and LWDA:

17 Upon the Effective Date, all PAGA Employees and the LWDA will be deemed to fully, finally
18 and forever release the Released PAGA Claims within the PAGA Period as to all Released Parties.

19 “Released PAGA Claims” means all claims for civil penalties under the California Private
20 Attorney’s General Act, California Labor Code §§ 2698 et seq., that were alleged in the PAGA Notice,
21 and any additional wage and hour claims for civil penalties that could have been brought based on the
22 facts alleged therein, including claims for (1) Failure to Pay Overtime Wages; (2) Failure to Pay
23 Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to
24 Provide Accurate Wage Statements; (6) Failure to Pay Final Wages; (7) Violation of Labor Code §§
25 558, 558.1; (8) Failure to Maintain Accurate Records; (9) Failure to Provide Paid Sick Leave; (10)
26 Untimely Payment of Wages; and California Labor Code §§ 201-203, 204, 210, 226, 226.3, 226.7, 246,
27 246.5, 248.5, 256, 510, 512, 558, 558.1, 1174, 1194, and 1197.1. PAGA Employees cannot opt out of
28

1 this waiver of claims and will be bound by the PAGA portion of the settlement, whether or not they opt
2 out of the class settlement.

3 **III. APPROVAL OF THE NOTICE OF SETTLEMENT AND METHOD FOR**
4 **DISTRIBUTING THE NOTICE OF SETTLEMENT**

5 The Court finds that the proposed Notice of Settlement, attached to this Order as Exhibit 1 and
6 incorporated by reference, fairly and adequately advises Class Members of the terms of the Agreement,
7 the rights being waived, their right to opt out, the ability to dispute the number of workweeks worked
8 during the Class Period, their pro rata share of the Net Settlement Amount, how to participate in the
9 settlement, how to file documentation in opposition to the proposed settlement, and when to appear at
10 the fairness hearing to be conducted on the date set forth below. The Court further finds that the Notice
11 of Settlement and proposed distribution of such notice by first class mail to each identified Class
12 Member at his or her most recent address based on a National Change of Address database search from
13 the Class Members' last known address and a skip trace on any Class Members who have the Notice of
14 Settlement returned as "undeliverable" or "not at this address" comports with all constitutional
15 requirements, including those of due process.

16 The Court also finds that because there is a strong interest in providing Class Members the
17 opportunity to participate in the settlement, along with the parties' efforts to minimize any intrusion of
18 privacy rights, the sharing of employment information as set forth in the Agreement is not a serious
19 intrusion on their privacy rights. Hence, the Court orders Defendant to provide Class Member
20 information to the Settlement Administrator as set forth in the Agreement and any other information the
21 Settlement Administrator needs to effectuate notice to Class Members and PAGA Employees. The
22 Class Member information will be provided to the Settlement Administrator only, and not to Plaintiff or
23 Class Counsel, as contemplated within the Agreement and approved by this Order. The Settlement
24 Administrator shall only use this information for the purposes identified in the Agreement and shall keep
25 this information confidential consistent with the terms of the Agreement.

26 **IV. IMPLEMENTATION SCHEDULE**

27 Accordingly, with good cause shown, the Court hereby approves and orders that the following
28 implementation schedule be adhered to:

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 State of California Controller in name of each expired check payee, pursuant to applicable unclaimed property laws	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

V. FINAL APPROVAL AND HEARING

The Court hereby grants Plaintiff's Motion and sets final approval hearing on the proposed date of September 18, 2026, at 9:00 a.m., with briefs and supporting documentation to be submitted according to the California Code of Civil Procedure, in this Department. Participating Class Members may object as set forth in the Agreement as well as appear and present such objections at the fairness hearing in person or by counsel.

If for any reason the Court does not grant final approval of the Agreement, all evidence and proceedings held in connection therewith shall be without prejudice to the status quo and rights of the parties to the litigation, including all challenges to personal jurisdiction and to class certification for any purpose other than approving a settlement class. The parties will revert to their respective positions as if no settlement had been reached at all.

IT IS SO ORDERED.

Date: _____

By: _____
Judge of the Superior Court

EXHIBIT 1

CALIFORNIA SUPERIOR COURT
FOR THE COUNTY OF SACRAMENTO

ERIC DOCTORO, 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 Doctoro (“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