

FILED
Superior Court of California
County of Sacramento
08/14/2026
V. Aleman, Deputy

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individually and on behalf of similarly situated employees

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,

Defendants.

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

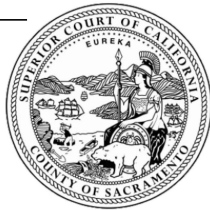
V. FINAL APPROVAL AND HEARING

The Court hereby grants Plaintiff's Motion and sets final approval hearing on the proposed date January 15, 2027 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: 8/14/26



By: 
Lauri A. Damrell, Judge
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