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and Guadalupe Citlalli Saldana Ponce*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

EFIONG ALIZE MCKELVY and
GUADALUPE CITLALLI SALDANA
PONCE, individually, and on behalf of other
members of the general public similarly
situated and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,
vs.

PBC SOLUTIONONE, INC., a California
corporation; CCS FACILITY SERVICES –
FRESNO, INC., a California corporation;
CCS FACILITY SERVICES – ORANGE
COUNTY, INC., a California corporation;
CCS FACILITY SERVICES – LOS
ANGELES, INC., a California corporation;
CCS FACILITY SERVICES – SAN
DIEGO, INC., a California corporation;
CCS LOS ANGELES JANITORIAL, INC.,
a California corporation; CCS ORANGE
COUNTY JANITORIAL, INC., a California
corporation; CCS SAN DIEGO
JANITORIAL, INC., a California
corporation, CCS ENGINEERING LOS
ANGELES, INC., a Delaware corporation;
CCS ENGINEERING ORANGE COUNTY,
INC., a Delaware corporation; CCS
ENGINEERING SAN DIEGO, INC., a
Delaware corporation; CCS ENGINEERING
FRESNO, INC., a Delaware corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 23CECG03633

Honorable Jonathan M. Skiles
Department 503

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: January 8, 2026
Time: 3:30 p.m.
Department: 503

Complaint Filed: September 5, 2023
FAC Filed: October 23, 2025
Trial Date: None Set

1 This matter has come before the Honorable Jonathan M. Skiles in Department 503 of the
2 Superior Court of the State of California, for the County of Fresno, on January 8, 2025, at 3:30
3 p.m. for Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Efiog Alize McKelvy and Guadalupe
5 Citlalli Saldana Ponce (together, "Plaintiffs"), individually and on behalf of all others similarly
6 situated and aggrieved employees and MARTENSON, HASBROUCK & SIMON LLP appears as
7 counsel for Defendants CCS Facility Services-Fresno, Inc., CCS Facility Services-Orange County,
8 Inc., CCS Facility Services-Los Angeles, Inc., CCS Facility Services-San Diego, Inc., CCS Los
9 Angeles Janitorial, Inc., CCS Orange County Janitorial, Inc., CCS San Diego Janitorial, Inc., PBC
10 SolutionOne, Inc., CCS Engineering Los Angeles, Inc., CCS Engineering Orange County, Inc.,
11 CCS Engineering San Diego, Inc.; and CCS Engineering Fresno, Inc. (collectively,
12 "Defendants").

13 The Court, having carefully considered the papers, argument of counsel, and all matters
14 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
15 Preliminary Approval of Class Action and PAGA Settlement.

16 **IT IS HEREBY ORDERED THAT:**

17 1. The Court preliminarily approves the Settlement Agreement ("Settlement,"
18 "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to the Declaration of Maria
19 Halwadjian in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.
20 This is based on the Court's determination that the Settlement falls within the range of possible
21 approval as fair, adequate, and reasonable.

22 2. This Order incorporates by reference the definitions in the Settlement Agreement,
23 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
24 the Settlement Agreement.

25 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
26 and reasonable. It appears to the Court that extensive investigation and research have been
27 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
28 each other's respective positions. It further appears to the Court that the Settlement, at this time,

1 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
2 be presented by the further prosecution of the case. It further appears that the Settlement has been
3 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
4 entered into in good faith.

5 4. The Court preliminarily finds that the Settlement, including the allocations for the
6 Attorneys Fees and Costs, Class Representative Service Payment, PAGA Penalties, Settlement
7 Administration Costs, and payments to the Settlement Class Members and PAGA Aggrieved
8 Employees provided thereby, appear to be within the range of reasonableness of a settlement that
9 could ultimately be given final approval by this Court. Indeed, the Court has reviewed the
10 monetary recovery that is being granted as part of the Settlement and preliminarily finds that the
11 monetary settlement awards made available to the Class Members and PAGA Aggrieved
12 Employees are fair, adequate, and reasonable when balanced against the probable outcome of
13 further litigation relating to certification, liability, and damages issues.

14 5. The Court concludes that, for settlement purposes only, the proposed Class meets
15 the requirements for certification under section 382 of the California Code of Civil Procedure in
16 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
17 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
18 community of interest amongst the members of the Class with respect to the subject matter of the
19 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
20 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
21 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
22 Counsel is qualified to act as counsel for Plaintiffs individually and as the Class Representative.

23 6. The Court conditionally certifies, for settlement purposes only, the Class, defined
24 as follows:

25 All non-exempt/hourly employees who worked for Defendants in California at any
26 time during the Class Period. Class Period is defined as: (1) for employees of
27 Fresno CCS Entities, from August 15, 2019 to (a) the date of preliminary approval
28 of the settlement, or (b) the Alternate End Date, whichever is sooner; and (2) for
employees of non-Fresno CCS Entities in California, from July 19, 2020 to (a) the
date of preliminary approval of the settlement or (b) the Alternate End Date,
whichever is sooner

1 7. The Court provisionally appoints Joanna Ghosh, Brian St. John and Maria
2 Halwadjian of Lawyers *for* Justice, PC as Class Counsel.

3 8. The Court provisionally appoints Plaintiffs Efiong Alize McKelvy and Guadalupe
4 Citlalli Saldana Ponce as the Class Representatives.

5 9. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the
6 administration of the Settlement (“Settlement Administrator”).

7 10. Within 14 calendar days after entry of this Preliminary Approval Order, Defendant
8 shall provide the Settlement Administrator with the following information about each Class
9 Member: full name, last-known mailing address, Social Security number, Workweeks during the
10 Class Period, and Workweeks during the PAGA Period (collectively referred to as the “Class
11 Data”) in conformity with the Settlement Agreement.

12 11. The Court approves, both as to form and content, the Notice of Class Action
13 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be
14 provided to Class Members in the manner set forth in the Settlement. The Court finds that the
15 Class Notice appears to fully and accurately inform the Class Members of all material elements of
16 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
17 Request for Exclusion, of Class Members’ and PAGA Aggrieved Employees' right to challenge
18 the Workweeks and/or the PAGA Pay Periods, respectively, credited to each of them, and of each
19 Settlement Class Member’s right and opportunity to object to the Class Settlement. The Court
20 further finds that distribution of the Class Notice substantially in the manner and form set forth in
21 the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
22 Agreement and this Order, meet the requirements of due process and shall constitute due and
23 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
24 Administrator to mail the Class Notice to all Class Members within 14 calendar days of received
25 the Class List from Defendant, pursuant to the terms set forth in the Settlement Agreement.

26 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
27 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
28 choose to be excluded from the Class Settlement by submitting a timely and valid written Request

1 for Exclusion no later than 60 calendar days from the initial mailing of the Class Notice
2 (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be
3 extended by 14 calendar days from the date of the Response Deadline. Any Class Member who
4 submits a Request for Exclusion from the Class Settlement will not be a Settlement Class Member
5 and will not have any right to object, appeal, or comment on the Class Settlement. Class Members
6 who submit a timely and valid Request for Exclusion by the Response Deadline will not be bound
7 by the terms of this Agreement, any Court order approving the terms of the Class Settlement, and
8 the Final Approval Order and Judgment entered thereon. PAGA Aggrieved Employees will be
9 bound by the PAGA Settlement, irrespective of whether they exercise their option to opt out of the
10 Class Settlement.

11 13. A Final Approval Hearing shall be held before this Court on
12 _____ at _____ a.m./p.m. in
13 Department 503 of the Superior Court of California for the County of Los Angeles, located at B.F.
14 Sisk Courthouse, 1130 O Street, Fresno, California 93721, to determine all necessary matters
15 concerning the Settlement, including: whether the proposed settlement of the action on the terms
16 and conditions provided for in the Settlement is fair, adequate, and reasonable and should be
17 finally approved by the Court; whether a judgment, as provided in the Settlement, should be
18 entered herein; whether the plan of allocation contained in the Settlement should be approved as
19 fair, adequate, and reasonable to the Class Members and PAGA Aggrieved Employees; and
20 determine whether to finally approve the requests for the Attorneys Fees and Costs, Class
21 Representative Service Payment, and Settlement Administration Costs.

22 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
23 Attorneys Fees and Costs, Class Representative Service Payment, PAGA Penalties, and Settlement
24 Administration Costs, along with the appropriate declarations and supporting evidence, including
25 the Settlement Administrator’s declaration, by
26 _____, to be heard at the Final
27 Approval Hearing.

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1 15. Only Class Members who do not request exclusion from the Class Settlement may
2 object to the Class Settlement by submitting a Notice of Objection to the Settlement Administrator
3 prior to the Response Deadline or by presenting their objection orally at the Final Approval
4 Hearing, regardless of whether they submitted a written Notice of Objection. The Notice of
5 Objection must be signed by the Settlement Class Member and contain all information required by
6 this Settlement Agreement. A Settlement Class Member who does not object prior to or at the
7 Final Approval Hearing will be deemed to have waived any objections and will be foreclosed from
8 making any objections (whether at the Final Approval Hearing, by appeal or otherwise) to the
9 Settlement.

10 16. The Settlement is not a concession or admission and shall not be used against
11 Defendant as an admission or indication with respect to any claim of any fault or omission by
12 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
13 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved,
14 neither the Settlement, nor any document, statement, proceeding or conduct related to the
15 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
16 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
17 Defendant, including, but not limited to, evidence of a presumption, concession, indication or
18 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
19 establish the existence of any condition constituting a violation of, or a non-compliance with state,
20 federal, local or other applicable law, except for legal proceedings concerning the implementation,
21 interpretation, or enforcement of the Settlement.

22 17. In the event the Settlement does not become effective in accordance with the terms
23 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
24 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
25 vacated, and the Parties shall revert back to their respective positions as of before entering into the
26 Settlement Agreement.

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1 18. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the
3 Class Members, and retains jurisdiction to consider all further applications arising out of or
4 connected with the Settlement.

5 **IT IS SO ORDERED.**

6 Dated: _____

By:

The Honorable Jonathan M. Skiles
Judge of the Superior Court

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING
DATE FOR FINAL COURT APPROVAL**

Efiong Alize McKelvy, et al. v. PBC SolutionOne, Inc., et al.

(Filed September 5, 2023; Case No. 23CECG03633)

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Lawsuit”) against PBC SolutionOne, Inc., CCS Facility Services – Fresno, Inc., CCS Facility Services – Orange County, Inc., CCS Facility Services – Los Angeles County, Inc., CCS Facility Services – San Diego, Inc., CCS Los Angeles Janitorial, Inc., CCS Orange County Janitorial, Inc., CCS San Diego Janitorial, Inc., CCS Engineering Los Angeles, Inc., CCS Engineering Orange County, Inc., CCS Engineering San Diego, Inc., and CCS Engineering Fresno, Inc. (collectively, “CCS”) for alleged wage and hour violations. The Lawsuit was filed by two former CCS employees (“Plaintiffs”) and seeks payment of back wages, expense reimbursement, associated penalties, and other relief for a class of hourly non-exempt employees (“Class Members”) who worked for CCS in California during the applicable Class Period (August 15, 2019 to present for the Fresno CCS entities (CCS Facility Services – Fresno, Inc., CCS Engineering Fresno, Inc., and PBC SolutionOne, Inc.); and/or all other CCS entities in California from July 19, 2020 to present). The Lawsuit also seeks penalties under the Private Attorneys General Act (“PAGA”) based on the aforementioned alleged violations. The PAGA Class consists of all hourly non-exempt employees in California from: (a) for employees of the Fresno CCS entities from June 11, 2022 to the date of preliminary approval of the settlement; and (b) for employees of all other CCS entities in California, from July 17, 2023 to the date of preliminary approval of the settlement (“PAGA Members”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring CCS to fund Individual Class Payments, and (2) a PAGA Settlement requiring CCS to fund individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on CCS’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding).** Your Individual PAGA Payment is estimated to be \$_____. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to CCS’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on CCS’ records showing that **you worked _____ workweeks** during the Class Period and **_____ Pay Periods** during the PAGA Period. If you believe that you worked more workweeks and/or pay periods during these periods, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are

affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires CCS to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against CCS.

If you worked for CCS during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against CCS.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion to the Administrator. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue any Class Period wage claims against CCS, and, if you are a PAGA Member, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

CCS will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against CCS that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. CCS must pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and number of PAGA Pay Periods you worked according to CCS’ records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE LAWSUIT ABOUT?

Plaintiffs are former CCS employees. The Lawsuit accuses CCS of violating California labor laws by failing to pay all wages owed during employment (including overtime wages, straight time wages, and minimum wages), failing to pay all wages due upon separation, failing to timely pay wages during employment, failing to reimburse expenses, failing to provide compliant meal periods and rest breaks, failing to provide accurate itemized wage statements, failing to keep complete and accurate payroll records, and failing to produce requested employment records. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Lawsuit: Lawyers for Justice, PC (“Class Counsel”).

CCS strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE LAWSUIT HAS SETTLED?

So far, the Court has made no determination whether CCS or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and CCS hired an experienced, neutral mediator in an effort to resolve the Lawsuit by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Lawsuit and enforcing the Agreement, Plaintiffs and CCS have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, CCS does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) CCS has agreed to pay a fair, reasonable and adequate amount considering the strengths and weaknesses of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. CCS Will Pay \$2,500,000.00 (Two Million Five Hundred Thousand Dollars) as the Gross Settlement Amount (Gross Settlement). CCS has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments and Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, and the Administrator’s expenses, and penalties to be paid to the California Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, CCS will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$875,000.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$35,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Lawsuit without payment.
 - B. Up to \$10,000.00 per Plaintiff as a Class Representative Award for filing the Lawsuit, working with Class Counsel, representing the Class, and generally releasing claims against CCS. A Class Representative Award will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$20,000.00 to the Administrator for services administering the Settlement.
 - D. Up to \$375,000.00 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the PAGA Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiffs and CCS are asking the Court to approve an allocation of twenty-five percent (25%) of each Individual Class Payment to taxable wages ("Wage Portion") and seventy-five percent (75%) to penalties, interest, and non-wage recovery ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. CCS will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and CCS have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check

expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the sixty-day Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against CCS.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against CCS based on the PAGA Period facts alleged in the Lawsuit.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and CCS have agreed that, in either case, the Settlement will be void: CCS will not pay any money and Class Members will not release any claims against CCS.
8. Administrator. The Court has appointed a neutral company, Simpluris, Inc. (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and CCS has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against CCS or related entities for claims released by the Settlement.

The Released Class Claims means any and all claims and relief asserted or that could have been asserted in the Lawsuit that arise out of or relate to the factual allegations in the Lawsuit during the Class Period, including for alleged failure to pay all wages owed for all hours worked (whether during the workday, pre-shift, post-shift, travel,

training/orientation, attending meetings or other time when suffered or permitted to work and/or subject to the control of the employer), including minimum, straight, and overtime wages at correct rates; failure to provide compliant meal and rest breaks; failure to pay all missed meal and/or rest break premium pay; failure to timely pay all wages owed during employment; failure to maintain accurate records; failure to produce personnel and/or pay records, failure to correctly and timely pay all wages owed on separation of employment, including but not limited to any accrued, unused vacation/paid time off; failure to provide accurate and/or complete wage statements; failure to provide a day of rest; failure to pay reporting time pay; failure to pay split shift pay; failure to provide expense reimbursement (including but not limited to use of personal cell phones or other personal devices, work attire and footwear, mileage, tools, equipment, supplies, and/or stools); and failure to provide required written wage notices to employees. The Released Class Claims expressly include, without limitation, all such claims under the California Labor Code including, but not limited to, California Labor Code sections 201-204, 210, 213, 218.5, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 256, 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698 et seq., 2800, 2802, 2810.5, and IWC wage orders 4 and 5 and CCR Title 8 section 11010 et seq., California Business and Professions Code section 17200, as well as any tort, contract, and/or common law claims arising out these allegations and theories. Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

10. PAGA Members' PAGA Release. After the Court's judgment is final, and CCS has paid the Gross Settlement (and separately paid the employer-sided payroll taxes), all PAGA Members will be barred from asserting PAGA claims against CCS, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against CCS or its related entities based on the PAGA Period facts alleged in the Lawsuit or resolved by this Settlement.

The Released PAGA Claims means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Lawsuit and the PAGA Notices and/or ascertained in the course of the Lawsuit, including any and all claims involving alleged failure to pay all wages owed for all hours worked (whether during the workday, pre-shift, post-shift, travel, training/orientation, attending meetings or other time when suffered or permitted to work and/or subject to the control of the employer), including minimum, straight, and overtime wages at correct rates; failure to provide compliant meal and rest breaks; failure to pay all missed meal and/or rest break premium pay; failure to timely pay all wages owed during employment; failure to maintain accurate records; failure to produce personnel and/or pay records, failure to timely and correctly pay all wages owed on separation of employment, including but not limited to any accrued, unused vacation/paid time off; failure to provide accurate and/or complete wage statements; failure to provide a day of rest; failure to pay reporting time pay; failure to pay split shift pay; failure to provide expense reimbursement (including

but not limited to use of personal cell phones or other personal devices, work attire and footwear, mileage, tools, equipment, supplies, and/or stools); and failure to provide required written wage notices to employees. The Released PAGA Claims expressly include, without limitations, claims arising under California Labor Code sections 201-204, 210, 213, 218.5, 223, 225.5, 226, 226.3, 226.6, 226.7, 227.3, 256, 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2698 et seq., 2800, 2802, 2810.5, and IWC wage orders 4 and 5; and CCR Title 8 section 11010 et seq.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the PAGA portion of the Settlement by the total number of PAGA Pay Periods worked by all PAGA Members, and (b) multiplying the result by the number of PAGA Pay Period worked by each individual PAGA Member.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in CCS' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept CCS' calculation of Workweeks and/or Pay Periods based on CCS' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and CCS' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class

Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

3. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Lawsuit as *Efiong McKelvy, et al. v. PBC SolutionOne, Inc., et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by __, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

4. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and CCS are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.simpluris.com/> or the Court's website <https://www.fresno.courts.ca.gov/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Lawsuit as *Efiong McKelvy, et al. v. PBC SolutionOne, Inc., et al.*, and include your name, current address, telephone number, and approximate dates of employment for CCS and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that

support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

5. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at (time) in Department 403 of the Fresno County Superior Court, located at 1100 Van Ness Ave., Fresno, CA 93724. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via CourtCall (https://www.fresno.courts.ca.gov/system/files/general/court-call-information_1.pdf). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website <https://www.simpluris.com/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

6. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything CCS and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Simpluris, Inc.'s website at <https://www.simpluris.com/>. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.fresno.courts.ca.gov/online-services/case-information>) and entering the Case Number for the Lawsuit, Case No. 23CECG03633. You can also personally review court documents at the Courthouse Archives Facility located at 1963 E Street in Fresno, California.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Settlement Administrator:

Name of Company: Simpluris, Inc.
Email Address: CaseSupport@Simpluris.com
Mailing Address: P.O. Box 26170
Santa Ana, CA 92799
Telephone: 888-369-3780

7. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California Controller's Unclaimed Property Fund for instructions on how to retrieve the funds. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.
