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9 Attorneys for Plaintiff

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11
12 **FOR THE COUNTY OF SAN DIEGO**

13 JACQUELINE MALDONADO, individually,
14 and on behalf of the State of California and
other aggrieved persons,

15 *Plaintiff,*

16
17 v.

18 RUHNAU CLARKE ARCHITECTS, a
California corporation; and DOES 1 through 10,
19 inclusive,

20 *Defendants.*

Case No.: 37-2023-00037299
[Related Case No. 37-2024-00027674]

*[Assigned for All Purposes to the Hon. Terrie
E. Roberts, Dept. C-68]*

**DECLARATION OF ELIZABETH
BOTERO BRAVO ON BEHALF OF APEX
CLASS ACTION, LLC, IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Final Approval Hearing:

Date: August 21, 2026

Time: 10:30 a.m.

Dept.: C-68

Action Filed: August 28, 2023

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1 or as ordered by the Court for Apex to perform.

2 **CLASS DATA AND NOTICE PROCESS**

3 4. On May 18, 2026, Counsel for the Plaintiff provided Apex with the Court-approved
4 content for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received
5 approval from the Parties' Counsel prior to mailing.

6 5. On May 26, 2026, Counsel for the Defendants provided Apex with the Class Data list,
7 comprising the names, Social Security numbers, last known mailing addresses, phone numbers, dates
8 worked for Defendants during the Class Period and PAGA Period for 157 individuals. Apex reviewed
9 & cleansed the data for duplicates, discrepancies, and any potential missing information. Apex identified
10 discrepancies with Defendants to confirm prior to finalizing the Class List. The Class List consisted of
11 a total of 157 individuals.

12 6. In preparation for the mailing process, all 157 names and addresses listed in the Class
13 List underwent verification and updating against the National Change of Address (NCOA) database
14 maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the
15 accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class
16 Notice. The NCOA database contains records of requested address changes submitted to the USPS. If
17 an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice.
18 However, in cases where no updated address was found in the NCOA database, the original address
19 provided by Counsel for Defendants was used for the mailing of the Class Notice.

20 7. On June 16, 2026, the Class Notice was sent to all 157 individuals listed in the Class List
21 via U.S. First Class Mail. A true and correct copy of the Class Notice is attached as **Exhibit A**.

22 **UNDELIVERABLE NOTICES, REMAILED NOTICES, AND SKIP TRACING**

23 8. As of the date of this declaration, our office has received nine (9) returned Class Notices
24 as undeliverable. Apex conducted a computerized skip trace on the nine (9) returned Class Notices in an
25 attempt to acquire updated addresses for the purpose of re-mailing the Class Notice. This skip-trace
26 effort resulted in obtaining eight (8) updated addresses, to which we promptly re-mailed the Class
27 Notices via U.S. First Class Mail.

1 9. As of the date of this declaration, one (1) Class Notice has been considered undeliverable
2 as no updated address was found as a result of skip tracing.

3 **REQUESTS FOR EXCLUSION, OBJECTION(S) AND DISPUTE(S)**

4 10. The Response Deadline is July 31, 2026. An extended Response Deadline for Class
5 Members who received a remailed notice is August 14, 2026.

6 11. As of the date of this declaration, Apex has not received any Requests for Exclusion. The
7 deadline for submitting a request for exclusion from the Settlement is July 31, 2026.

8 12. As of the date of this declaration, Apex has not received any objections to the Settlement.
9 The deadline for submitting a written objection to the Settlement is July 31, 2026.

10 13. As of the date of this declaration, Apex has not received any disputes from Class
11 Members. The deadline for submitting a dispute is July 31, 2026.

12 14. As of the date of this declaration, Apex will report 157 Participating Class Members,
13 constituting 100% of the Settlement Class.

14 **ALLOCATION OF GROSS SETTLEMENT AMOUNT**

15 15. The total number of workweeks worked by Participating Class Members during the Class
16 Period is 15,140. The Net Settlement Amount available to Participating Class Members is estimated to
17 be (\$282,554.78) and was calculated by subtracting the requested Class Counsel Fees Payment
18 (\$165,000.00), the amount requested for Class Counsel Litigation Expenses Payment (\$9,445.22), the
19 requested Class Representative Service Payment (\$10,000.00), the requested Settlement Administration
20 Costs (\$5,500.00), and the PAGA Penalties (\$22,500.00) from the Gross Settlement Amount
21 (\$495,000.00).

22 16. The *highest* Individual Class Payment to a Participating Class Member is currently
23 estimated to be approximately \$5,091.75, the *average* Individual Class Payment is currently estimated
24 to be approximately \$1,799.71, and the *lowest* Individual Class Payment is currently estimated to be
25 approximately \$18.66. Plaintiff's estimated Individual Class Payment is approximately \$122.60.

26 17. These amounts are subject to employee-side tax and withholdings.

27 18. Pursuant to the Agreement, 25% of the PAGA Payment (\$5,625.00) will be allocated to
28 Aggrieved Employees regardless of whether they opt out of the Class settlement. Aggrieved Employees

1 cannot opt out of the PAGA settlement. There are 3,187 Aggrieved Employees who worked a total of
2 107 PAGA Pay Periods during the PAGA Period.

3 19. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately
4 \$101.73, the *average* Individual PAGA Payment is approximately \$52.57, and the *lowest* Individual
5 PAGA Payment is approximately \$0.35. Plaintiff's estimated Individual PAGA Payment is
6 approximately \$5.35.

7 **ADMINISTRATION COSTS**

8 20. Apex's comprehensive fees and costs for administering this Settlement, covering both
9 incurred and anticipated expenses, amount to \$5,500.00. Apex will proceed with additional tasks related
10 to this matter, such as calculating settlement award payments, issuing and mailing settlement award
11 checks, handling necessary tax filings and reporting on these payments, and any other tasks mutually
12 agreed upon by the Parties or ordered by the Court for Apex to undertake.

13 I declare under penalty of perjury under the laws of the State of California and the United States
14 that the foregoing is true and correct, and that this Declaration was executed this 29th day of July 2026,
15 in Irvine, California.

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18 ELIZABETH BOTERO BRAVO
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EXHIBIT A

Jacqueline Maldonado v. Ruhnau Clarke Architects
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

Apex ID: «Apex_ID» «Tray_PC» «
«Full_Name»
«Address_1»
«City», «State» «Zip»

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

Jacqueline Maldonado v. Ruhnau Clarke Architects
Case Nos. 37-2023-00037299-CU-OE-CTL and 37-2024-00027674-CU-OE-CTL
(San Diego County Superior Court)

***The San Diego County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class and a representative action lawsuit (“Action”) against Ruhnau Clarke Architects (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employee, Jacqueline Maldonado, and seek payment of back wages and other relief for a class of all persons currently or formerly employed by Defendant as hourly-paid or non-exempt employees in the State of California (“Class Members”) who worked for Defendant during the Class Period (August 28, 2019 through November 19, 2024); and (2) penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (August 28, 2022 through November 19, 2024) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ «Est_Class_PMT» (less withholding) and your Individual PAGA Payment is estimated to be \$ «Est_PAGA_PMT»**. 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 Defendant’s 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 Defendant’s records showing that **you worked «Work_Weeks» Workweeks during the Class Period and you worked «PAGA_Weeks» Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. **READ THIS NOTICE CAREFULLY**. You will be deemed to have 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 Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to

QUESTIONS? CALL 1-800-355-0700 TOLL FREE

«Tray_PC»

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Apex ID: «Apex_ID»

enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant at some point(s) between August 28, 2019, through November 19, 2024, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Labor Code Private Attorneys General Act of 2004 ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is August 28, 2022, through November 19, 2024.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12 below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the San Diego County Superior Court, and the case is titled *Jacqueline Maldonado v. Ruhnuu Clarke Architects*, Case No. 37-2023-00037299-CU-OE-CTL. The person who sued, Jacqueline Maldonado, is the Plaintiff, and the company sued, Ruhnuu Clarke Architects, is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiff in the lawsuit alleges wage and hour violations against Defendant for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; (8) Failure to Produce Requested Employment Records; and (9) Unfair Business Practices. In addition, Plaintiff is seeking to recover civil penalties pursuant to PAGA ("PAGA Penalties") based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiff's claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called "Class Representatives" (in this case, the Plaintiff) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time, and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiff or Defendant on the merits of the claims alleged in the lawsuit. Plaintiff believes Plaintiff would win at trial. Defendant thinks that Plaintiff's lawsuit would not proceed to a trial and/or that Plaintiff would not win at trial. However, there has been no trial. Instead, in acknowledgment of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiff, as well as Plaintiff's lawyers (called "Class Counsel"), believes the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time from August 28, 2019, through November 19, 2024.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$495,000.00 (Four Hundred Ninety-Five Thousand Dollars and Zero Cents) to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to one-third of the GSA, currently \$165,000.00, and up to \$10,000.00 in costs; a Class Representative Service Payment of \$10,000.00 to Plaintiff (for Plaintiff’s work and efforts prosecuting this case); a PAGA Penalties payment of \$22,500.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action, not to exceed \$5,500.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately \$282,000.00. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$22,500.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 75% of the PAGA Penalties payment, or \$16,875.00, will be paid to the California Labor and Workforce Development Agency. The remaining 25% of the PAGA Penalties payment, or \$5,625.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number of Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (August 28, 2019, through November 19, 2024). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from August 28, 2022, to November 19, 2024 (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on August 21, 2026, to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court’s Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court’s approval of the Settlement becomes final, so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the California Controller’s Unclaimed Property Fund. If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

QUESTIONS? CALL 1-800-355-0700 TOLL FREE

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or “releasing” the Released Class Claims described below against Defendant and any of Defendant’s past, present and/or future, directors, officers, partners, principals, trustees, shareholders, owners, members, managers, employees, administrators, agents, attorneys, insurers, predecessors, successors, assigns, DBAs, parents, subsidiaries (“Released Parties”). The releases become effective once the GSA is fully funded by the Defendant.

Release by Participating Class Members: Plaintiff and all Participating Class Members, other than those who submit requests for exclusion, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release all claims, damages, debts, obligations, penalties, actions, rights, demands, liabilities, and causes of action, of any kind, arising under state, federal or local law, whether statutory, common law, or administrative law, at any time during the Class Period, that were alleged or which could have reasonably been alleged based on the facts alleged in the operative Complaint, or ascertained in the course of the Actions (the “Released Class Claims”), including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 1194, 1194.2, 1197 and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194, and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 226.7, 512, 1174(d), and 1174.5); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 226.7 and 1174.5); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code §§ 2802 and 2699(f)(2)); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); and (9) unfair business practices (pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*). The enumeration of these specific claims shall neither enlarge nor narrow the scope of *res judicata* based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in the Complaint. The Released Class Claims are those that accrued during the Class Period.

Released PAGA Claims by Aggrieved Employees and the LWDA: Plaintiff and all Class Members who are Aggrieved Employees, regardless of whether they are Participating Class Members or Non-Participating Class Members, shall release on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties, interest, fees or costs that are alleged or reasonably could have been alleged based on the facts alleged in the operative PAGA Complaint and/or in Plaintiff’s November 1, 2024 and November 18, 2024 PAGA Notices, including but not limited to: (1) failure to pay minimum and straight time wages (pursuant to Cal. Labor Code §§ 204, 210, 510, 1194, 1194.2, 2699(f)(2)), 1197, and 1197.1); (2) failure to pay overtime wages (pursuant to Cal. Labor Code §§ 510, 1194 and 1198); (3) failure to provide meal periods (pursuant to Cal. Labor Code §§ 210, 226.7 and 512); (4) failure to authorize and permit rest periods (pursuant to Cal. Labor Code §§ 210 and 226.7); (5) failure to timely pay final wages at termination (pursuant to Cal. Labor Code §§ 201 – 203 and 213(d)); (6) failure to provide accurate itemized wage statements (pursuant to Cal. Labor Code §§ 226 and 226.3); (7) failure to indemnify employees for expenditures (pursuant to Cal. Labor Code § 2802); (8) failure to produce requested employment records (pursuant to Cal. Labor Code §§ 226, 432, and 1198.5); (9) failure to pay all earned wages twice per month and unlawfully withholding accrued wages (pursuant to Cal. Labor Code §§ 204, 210 and 216); (10) failure to maintain accurate records of hours worked and meal periods (pursuant to Cal. Labor Code §§ 1174, and 1174.5); (11) recordkeeping requirement violations (pursuant to Cal. Labor Code §§ 226.6, 558.1, 1174, 1174.5, 1198 and 1199); (12) failure to provide proper paid sick leave (pursuant to Cal. Labor Code §§ 233, 234, 245 – 248.5); (13) refusal to pay wages due and/or denial of the validity of any claim to wages due (pursuant to Cal. Labor Code § 216); (14) secretly paying wages lower than required by statute while purporting to pay legal wages (pursuant to Cal. Labor Code § 223); (15) failure to pay vested vacation/ paid time off (pursuant to Cal. Labor Code § 227.3); (14) failure to timely provide temporary workers with owed wages (pursuant to Cal. Labor Code § 201.3); (16) unlawful agreements/ unlawful criminal history inquiries (pursuant to Cal. Labor Code §§ 432.5, 1024.5, and CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*); (17) preventing employees from using or disclosing the skills, knowledge and experiences they obtained at Employers, and whistleblower violations (pursuant to Cal. Labor Code §§ 98.6, 232, 232.5, 1102.5, and 1197.5); (18) unlawful inquiries into criminal histories (pursuant to Cal. Labor Code § 432.7); (19) workplace health and safety violations (pursuant to Cal. Labor Code §§ 1527, 3366, 3457, 8397.4, 6401, and 6401; (20) willful misclassification (pursuant to Cal. Labor Code §§ 223 and 226.8); (19) retaliation (pursuant to Cal. Labor Code § 1102.5); and (21) civil penalties for wage and hour violations (pursuant to Cal. Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699). The Released PAGA Claims are those that accrued during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion, which must be postmarked no later than 45 days after the Class Notice is mailed. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

Apex Class Action
Maldonado v. Ruhnau Clarke Architects Settlement
PO Box 54668
Irvine, CA 92619
Email: support@apexclassaction.com

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement, you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (August 28, 2022, through November 19, 2024).

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is 45 days after the Class Notice is mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No, you will not receive an Individual Class Payment if you exclude yourself. You will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (August 28, 2022, through November 19, 2024). However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm is qualified to represent you and the Class Members for purposes of the settlement approval process. These lawyers are called Class Counsel, and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Jeffrey C. Bils (SBN 301629)
jeffrey.bils@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aram.boyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 378-2548
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to 1/3rd of the GSA (currently \$165,000.00) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court approval of up to \$10,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiff Jacqueline Maldonado in the amount of \$10,000.00 in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment for the initiative, risk, and time and energy Plaintiff has spent in service to the Class as the Class Representative. The Court may award the Class Representative less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before July 31, 2026, at the following address:

Apex Class Action
Maldonado v. Ruhnau Clarke Architects Settlement
PO Box 54668
Irvine, CA 92619
Email: support@apexclassaction.com

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control, and you will not get any money from this settlement.



THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend, and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at 10:30 a.m. on August 21, 2026, in Department 68 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, CA 92101, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact the Court-appointed Settlement Administrator, Apex Class Action, by calling toll-free 1-800-355-0700, or you can write to the Administrator at the following address:

Apex Class Action
Maldonado v. Ruhnau Clarke Architects Settlement
PO Box 54668
Irvine, CA 92619
Email: support@apexclassaction.com

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.