

## FIRST AMENDMENT TO PAGA SETTLEMENT AGREEMENT

This First Amendment to PAGA Settlement Agreement ("First Amendment") is made by and between plaintiff Margie Villareal ("Plaintiff") and defendant Complete Office Cleaning, LLC ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

### RECITALS

WHEREAS the Parties previously entered into a PAGA Settlement Agreement in March 2025 (the "Agreement");

WHEREAS Plaintiff filed a Motion for Preliminary Approval of the PAGA Settlement Agreement on April 10, 2025;

WHEREAS, the Court issued a Minute Order on July 11, 2025, directing the Parties to make modifications to the Agreement;

IT IS HEREBY AGREED by and between the Parties that the Agreement is here modified as follows:

### AGREEMENT

1. Defendant agrees to reclassify its workers from 1099 independent contractors to W-2 Employees.
2. The Administrator shall post the operative Complaint, Settlement Agreement, Notice Letter, Motion for Approval of PAGA Settlement, and Final Order and Judgment on its website for at least thirty days after entry of Judgment.
3. Pursuant to Paragraph 9 of the Agreement, the Court shall have continuing jurisdiction to enforce the Agreement and this First Amendment pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, Rule 3.769(h).
4. The Parties agree to the amended Notice of PAGA Settlement attached hereto as Attachment A, which contains the requested changes by the Court.

Margie Villareal  
Margie Villareal (Ld 78, 2025 06:38:41 PDT)

Margie Villareal

Complete Office Cleaning, LLC

By: Mauricio Mejia

Its: CEO

Date: July 25, 2025

Date: July 28, 2025

BLAKE JONES LAW, PC

By:   
Blake R. Jones  
Attorney for Plaintiff

WOOD, SMITH, HENNING & BERMAN, LLP

By:   
Christina Loni  
Attorney for Complete Office Cleaning, LLC

# **ATTACHMENT A**

## **NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS**

*Villareal v. Complete Office Cleaning, LLC*  
Superior Court of the State of California for the County of Orange,  
Case No. 30-2023-01369587-CU-OE-CXC

<<Employee Name>>

<<Street Address>>

<<City, State, Zip Code>>

### **1. NOTICE OF PAGA SETTLEMENT**

The Superior Court of the State of California for the County of Orange (the “Court”) has approved a settlement in the above-captioned action (the “Action”) filed by Margie Villareal (“Plaintiff”) on behalf of herself and all other Aggrieved Employees against Complete Office Cleaning, LLC, doing business as Smart Janitorial (“Defendant”).

### **PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE**

In the Action, Plaintiff asserts that Defendant failed to comply with provisions of the California Labor Code, including (1) misclassification (Labor Code § 226.8); (2) failing to maintain employment records (Labor Code § 1174); (3) failing to provide meal periods (Labor Code §§ 226.7 and 512); (4) failing to provide rest periods (Labor Code § 226.7); (5) failing to pay minimum wages (Labor Code § 1194); (6) failing to pay overtime (Labor Code § 510); (7) failing to provide sick pay (Labor Code § 246); (8) failing to reimburse business expenses (Labor Code § 2802); (9) failing to timely pay wages (Labor Code §§ 203 and 204); and, (10) failing to provide accurate wage statements (Labor Code § 226). Plaintiff seeks to recover civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under the California Private Attorneys General Act (“PAGA”) (Labor Code §§ 2698 et seq.).

Defendant denies Plaintiff’s claims, asserts that Plaintiff is not entitled to any relief, and asserts that it has complied with all applicable employment laws.

The Court has not made any determination as to whether or not Defendant has violated the Labor Code. This Notice is not an expression by the Court of as to the merits of the Action.

You are receiving this Notice because you are an “Aggrieved Employee,” which is defined as a person who worked for Defendant in California as a janitor or porter at any time from December 1, 2022 – February 12, 2025 (“PAGA Period”). and was classified as an independent contractor or a non-exempt employee.

The Settlement provides for a Gross Settlement Amount of \$600,000.00. The Court has approved deductions from the Gross Settlement Amount for Plaintiff’s counsel’s litigation costs (\$9,727.15), Plaintiff’s counsel’s fees (\$199,980.00), and the Administrator’s costs and fees (not to exceed \$5,000). The remaining Net Settlement Amount of no less than \$385,292.85 will be distributed to California Workforce and Development Agency (“LWDA”) and the Aggrieved

Employees. Under California law, the LWDA shall receive 75% of the Net Settlement Amount (\$288,969.64) and the Aggrieved Employees shall receive 25% of the Net Settlement Amount (\$96,323.21).

## **2. CALCULATION OF INDIVIDUAL PAGA PAYMENTS**

According to Defendant's records, you worked <<No. of Pay Periods>> pay periods during the PAGA Period. The total amount of pay periods worked by all Aggrieved Employees during the PAGA Period is <<Total Number of Pay Periods in PAGA Period>>.

Each individual PAGA payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by Each Aggrieved Employee in the PAGA Pay Period divided by the total number of pay periods worked by all Aggrieved Employees. Your Individual PAGA payment is <<Total Amount>>.

You will receive your Individual PAGA payment in two checks. The first check for 50% of your Individual PAGA payment is enclosed herewith. The second check for the remaining 50% will be sent to you in approximately 8-9 months.

Please be advised that your settlement checks are negotiable for 180 days from the date of issuance. If you fail to cash or deposit your checks before this deadline, the funds shall be disbursed to the California Controller's Unclaimed Property Fund in your name.

## **3. RELEASE**

All Aggrieved Employees are deemed to 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 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including, but not limited to any and all claims arising out of or relating to any alleged misclassification of employees as independent contractors, failure to maintain accurate records, failure to pay minimum wages and overtime, failure to provide compliant meal and rest periods, failure to provide meal and rest periods, failure to reimburse business expenses, failure to provide sick pay, failure to timely pay wages during employment and upon separation of employment, and failure to provide accurate wage statements

Upon entry of the Order approving the Settlement, all Aggrieved Employees will be barred from pursuing such PAGA claims.

## **4. SETTLEMENT ADMINISTRATOR**

The Settlement Administrator is Simpluris. Should you have questions, you may contact the Settlement Administrator toll-free at << toll-free telephone number>>. Please notify the Settlement Administrator in the event your address has changed.

**PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE**