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10 Attorneys for Plaintiffs and the Aggrieved Employees

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF RIVERSIDE**

13 Francisco Marquez, Samuel Holden, Anton
14 Aghabi, Michael Kendrick, and Jeremy Reed,
individually, and on behalf of all others similarly
15 situated,

16 Plaintiffs,

17 vs.

18 RC Maintenance Holdings, Inc., and Does 1
through 25,

19 Defendants.

) Case No. CVRI2400408

) Date: July 16, 2026

) Time: 8:30 AM

) Dept: 1

) **[PROPOSED] ORDER AND JUDGMENT**
) **GRANTING FINAL APPROVAL OF**
) **PAGA SETTLEMENT**

) Judge: Hon. Harold W. Hopp

) Dept: 1

) Action Filed: January 25, 2024

21 On July 16, 2026, at 8:30 a.m., the Court heard Plaintiffs' Renewed Motion for Approval of
22 PAGA Settlement (the "PAGA Approval Motion") pursuant to the Parties' PAGA Settlement
23 Agreement (the "Agreement"), fully-executed on November 20, 2025, and attached as **Exhibit 1** to
24 the Declaration of Jeffrey T. Green. (CMO, section H(7), (9).) Unless otherwise provided, all
25 capitalized terms used herein shall have the same meaning as those defined in the Agreement. The
26 Court has considered all papers filed, other information presented, oral argument of counsel, and
27 based on those papers, information and oral argument presented, it is hereby ORDERED,
28 ADJUDGED AND DECREED as follows:

[PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF PAGA SETTLEMENT

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 22 2026

D. Board DB

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JUL 23 2026 [B]

1 The Court has jurisdiction over the subject matter of the Action and over all Parties to the
2 Action, including the Aggrieved Employees.

3 The term Aggrieved Employees is defined as the following: “All current and former non-
4 exempt employees who worked for RC Maintenance within the State of California at any time from
5 January 20, 2023 to July 8, 2025.”

6 Pursuant to Labor Code § 2699(1)(2), the Court grants final approval of the Settlement as set
7 forth in the Agreement. For settlement purposes only, the Court finds that Plaintiffs are adequate
8 PAGA representatives for the Aggrieved Employees and appoints them as such. The Court further
9 finds that PAGA Counsel have adequately represented Plaintiffs and the Aggrieved Employees and
10 are appointed as PAGA Counsel.

11 The Court finds that the Settlement is fair, reasonable, and adequate when balanced against
12 the probable outcome of extensive and costly litigation. Substantial investigation and research have
13 been conducted such that PAGA Counsel are reasonably able to evaluate the fairness and
14 reasonableness of the Settlement. It appears to the Court that the Settlement will avoid substantial
15 additional costs by the Parties, as well as the delay and risk that would be presented by further
16 prosecution of the Action. The Court finds that the Settlement which has been reached is the result
17 of intensive, non-collusive, arm’s-length negotiations, including mediation with an experienced,
18 third-party neutral.

19 The Parties shall comply with the distribution of the Gross Settlement Amount in the manner
20 set forth in the Agreement and in this Order.

21 The Releasing Parties shall be deemed to have released the Released Claims against the
22 Released Parties as set forth in the Agreement.

23 The Court approves the Notice of PAGA Settlement, attached to this Order as **Exhibit A**.
24 (CMO, section G(4)(a).)

25 If any Aggrieved Employee, who is a current employee of Defendant, has a settlement check
26 returned as undeliverable, and the Administrator is unable to locate a valid mailing address for that
27 employee, the Administrator shall coordinate with Defendant to have the settlement check delivered
28 to the employee at his or her place of employment. (CMO, section H(9)(d).)

1 The Court approves the PAGA Representative Service Payments in the amount of \$2,500 to
2 each plaintiff for a total of \$12,500.00, which the Court determines to be fair and reasonable based
3 on the work they performed, risks incurred and broader release made in relation to the Aggrieved
4 Employees.

5 The Court awards \$70,000.00 in attorneys' fees to PAGA Counsel, to be split evenly between
6 Kring & Associates, APC and Beligan Law Group, LLP, which the Court determines to be fair and
7 reasonable. (CMO, section H(11).)

8 The Court awards \$25,000.00 in costs to PAGA Counsel, which the Court determines to be
9 fair and reasonable. (CMO, section H(11).)

10 The Court approves a payment of \$65,625.00 to the LWDA.

11 The Court approves a payment of \$21,875 to the Aggrieved Employees which will be
12 distributed to the Aggrieved Employees based on their pro rate share of PAGA Pay Periods.

13 The Court approves a payment of \$5,000.00 to the Administrator for its services in
14 administering the Settlement. (CMO, section G(4)(d).)

15 The Court directs the Parties to effectuate the Settlement according to the terms of the
16 Agreement, including making the Individual PAGA Payments to the Aggrieved Employees in
17 accordance with the terms of the Agreement.

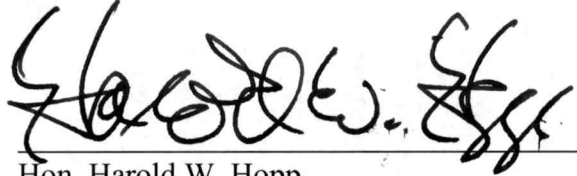
18 The Parties shall bear all their own costs and attorneys' fees, except as otherwise set forth in
19 the Agreement and this Order.

20 Pursuant to the Agreement, the Court shall retain jurisdiction over the Parties to enforce the
21 terms of this Order under Code of Civil Procedure § 664.6. This Order shall also constitute the
22 Court's judgement for purposes of Labor Code § 2699(1)(3) and shall be submitted to the LWDA
23 within 10 days after entry of this Order. Notice of Entry of this Judgment may be served on the
24 Aggrieved Employees through service of the Notice of PAGA Settlement.

1
2 The Administrator is ordered to provide a report to the Court on or before August 18, 2027,
3 on the status of the distribution of the Gross Settlement Amount.

4 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

5
6 Dated: July 17, 2026



Hon. Harold W. Hopp
Superior Court Judge

Marquez, et al. v. RC Maintenance Holdings, Inc.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

«Intelligent_Mail_barcode_»

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

«D»

COURT APPROVED NOTICE OF PAGA SETTLEMENT

[Marquez, et al. v. RC Maintenance Holdings, Inc.; Riverside County Superior Court, Case Number CVRI2400408]

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 are eligible to receive money from a representative action under the Private Attorneys General Act ("PAGA") against Defendant RC Maintenance Holdings, Inc. ("Defendant") for alleged violations of the PAGA (the "Action"). The Action was filed by Plaintiffs Francisco Marquez, Samuel Holden, Anton Aghabi, Michael Kendrick, and Jeremy Reed ("Plaintiffs") and seeks penalties under the PAGA for "[a]ll current and former non-exempt employees who worked for [Defendant] within the State of California at any time from January 20, 2023 to July 8, 2025" (the "Aggrieved Employees").

Based on Defendant's records, your Individual PAGA Payment is estimated to be \$ _____.

The above estimate is based on Defendant's records showing that you worked _____ PAGA Pay Periods during the PAGA Period.

The Court has already approved the PAGA Settlement, approved this Notice and entered a judgment that requires Defendant to make payments under the Settlement and requires Aggrieved Employees to give up their rights to assert PAGA claims against Defendant.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You don't have to do anything to receive an Individual PAGA Payment	You do not have to do anything to receive an Individual PAGA Payment.
Aggrieved Employees cannot opt out of the PAGA Settlement	You cannot opt out of the PAGA Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees in the PAGA Period and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

1. WHAT IS THE ACTION ABOUT?

Plaintiffs asserted a claim against Defendant for civil penalties under the PAGA. Plaintiffs are represented by the following attorneys in the Action: Jerusalem F. Beligan and Leah M. Beligan of the Beligan Law Group, LLP, and Tyler D. Kring and Jeffrey T. Green of Kring & Associates, APC ("PAGA Counsel").

Defendant strongly denies violating any laws and contends it complied with all applicable laws.

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

- Defendant Will Pay \$200,000.00 as the Gross Settlement Amount (GSA). Defendant has agreed to deposit the GSA into an account controlled by the Administrator of the Settlement. The Administrator will use the GSA to pay the Individual PAGA Payments, PAGA Representative Service Payments, PAGA Counsel Fees and Litigation Expenses, and penalties to be paid to the Labor and Workforce Development Agency ("LWDA"). Defendant must fund the first installment of \$100,000 five business days after the Court enters Judgment and the second installment of \$100,000 must be paid by Defendant within six months after the first installment is made.
- Court Approved Deductions from the GSA. The following deductions were approved by the Court and will be made from the GSA:
 - Seventy Thousand Dollars and Zero Cents (\$70,000.00 or 35% of the GSA) to PAGA Counsel for attorneys' fees and Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) for litigation expenses.
 - Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) to each plaintiff as PAGA Representative Service Payments for filing the Action, working with PAGA Counsel and representing the Aggrieved Employees.
 - Five Thousand Dollars and Zero Cents (\$5,000.00) to the Administrator for services administering the Settlement.
 - Eighty Seven Thousand, Five Hundred Dollars and Zero Cents (\$87,500.00) for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their pro rate share of PAGA Period Pay Periods.

3. **Taxes Owed on Individual PAGA Payments.** The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
4. **Need to Promptly Cash Payment Checks.** The front of every check issued for 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 (the "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.

5. **Opting Out of the Settlement.** You cannot opt-out of the PAGA Settlement.
6. **Administrator.** The Court has appointed a neutral company, Apex Class Action, LLC (the "Administrator") to send this Notice and calculate and make payments.
7. **Aggrieved Employees' PAGA Release.** After the Court's judgment is final, and Defendant has paid the Gross Settlement Amount, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant that were alleged, or reasonably could have been alleged, based on the factual or legal theories contained in the Operative Complaint and/or PAGA Notices.

3. **HOW DID THE ADMINISTRATOR CALCULATE MY PAYMENT?**

The Administrator calculated Individual PAGA Payments by (a) dividing \$21,875.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each Aggrieved Employee.



4. **HOW WILL I GET PAID?**

The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee in the PAGA Period.

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 5 of this Notice has the contact information of PAGA Counsel and the Administrator.

5. **HOW CAN I GET MORE INFORMATION?**

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Apex Class Action, LLC's website at www.apexclassaction.com/rcmaintenance. You can also telephone or send an email to PAGA Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://riverside.courts.ca.gov> and enter the Case Number for the Action, Case No. CVRI2400408.

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

<u>PAGA Counsel:</u>	<u>Settlement Administrator:</u>
Jerusalem F. Beligan Leah M. Beligan BELIGAN LAW GROUP, LLP 19800 MacArthur Blvd., Suite 300 Newport Beach, CA 92612 Telephone: (949) 224-3881 Email: jbeligan@beliganlawgroup.com; lbeligan@beliganlawgroup.com Tyler D. Kring Jeffrey T. Green KRING & ASSOCIATES, APC 38 Corporate Park Irvine, CA 92606 Telephone: (949) 393-1400 Facsimile: (949) 393-1430 Email: tkring@kringandassociates.com; jgreen@kringandassociates.com	Apex Class Action LLC claims@apexclassaction.com PO Box 54668, Irvine, CA 92619 Tel.: 1 (800) 355-0700

6. **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 Fund, https://www.sco.ca.gov/search_upd.html, for instructions on how to retrieve your money.

7. **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.